

PLEASE BRING THIS COPY OF THE AGENDA TO THE BOA

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, OCTOBER 10, 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: #FF06-07/18, 19, 20, 22, 23, 24, 26, 27, 28, 29, 31
 - 3.1.2 Application for Reinstatement: #AR06-07/23, 24
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain___.
 - 3.2 **Human Resources:**
 - 3.2.1 Consider Leave of Absence Request for Classified Employee #UCL-87
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain___.
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain___.
 - 3.2.2 Consider Public Employee/Employment//Discipline/Dismissal/Release
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain___.
 - 3.2.3 Conference with Labor Negotiator
Agency Negotiator: Jamie Mousalimas,
Assistant Superintendent of Human Resources
Employee Organization: CSEA, TEA
4. **Adjourn to Open Session**
5. **Call to Order and Pledge of Allegiance**
6. **Closed Session Issues:**

6a Action on Findings of Fact #FF06-07/18, 19, 20, 22, 23, 24, 26, 27, 28, 29, 31

Pg. No.

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

6b Report Out of Action Taken on Application for Reinstatement #AR06-07/23, 24

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

6c Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-87

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

7. Approve Regular Minutes of September 26, 2006.

1-5

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

8. Student Representative Reports: None.

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

9.1 Recognize and Congratulate the West High School FFA Chapter for capturing first place at the Delta-Cal Sectionals

9.2 George Kelly Elementary School Site Update on Achievements & Activities

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

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

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

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

11.1 Administrative & Business Services:

11.1.1 Receive Report on Proposed Maintenance Program

6-8

11.2 Educational Services:

11.2.1 Receive District Discipline Review Board Year-End Report

9-14

11.2.2 Acknowledge SARB (School Attendance Review Board) Report

15-18

12. PUBLIC HEARING:	None.	Pg. No.
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	19-23
13.1.2	Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval	24-25
13.1.3	Accept Donations	26-27
13.2 Educational Services:		
13.2.1	Ratify Contract with Jocelyn Ruppell, Speech Pathology Intern	28-30
13.2.2	Ratify Contract with Katie Burrill, Speech Pathology Intern	31-33
13.2.3	Ratify contract with The Speech Path	34-36
13.2.4	Approve Student Clinician Speech Therapy Agreement with University of the Pacific	37-39
13.2.5	Ratify Master Contract and Individual Service Agreement with South San Joaquin Education Center	40-60
13.2.6	Ratify Master Contract and Individual Services Agreement with North Valley School	61-81
13.2.7	Ratify Master Contract and Individual Services Agreement with Spectrum Center School	82-95
13.2.8	Ratify Master Contract and Individual Service Agreement with CCHAT Center	96-116
13.2.9	Approve an Addendum to Special Contract Services for Joan Check as the Counselor and Administrator at Willow Community Day School for the 2006-2007 School Year	117-119
13.2.10	Approve Service Agreement for Mike Artell to Provide Four Assemblies for George Kelly School on November 2, 2006	120-124
13.2.11	Ratify Service Agreement for Cara Bergen from Hesperia to Plan for the Implementation of Excel in Math with the George Kelly Staff on September 18, 2006	125-127
13.2.12	Approve Service Agreement for Tracy Mental Health Center Services for the 2006-07 School Year	128-130
13.2.13	Ratify Contract with San Joaquin County Office of Education to Provide Workshops on "Structures and Strategies for ELL Students" for 2006-2007 School Year	131-133
13.3 Human Resources:		
13.3.1	Approve Classified, Certificated and/or Management Employment	134-136
13.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	137-138
13.3.3	Approve Service Agreement with Tina Afan (West High) for the 2006-2007 Girls' Varsity Basketball Season	139-141

- 14. Action Items:** Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items. **Pg. No.**
- 14.1 Administrative & Business Services:**
- 14.1.1** Approve Actuarial Study of Post Employment Benefits in Support of Governmental Accounting Standards Board Statement 45 **142-152**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.1.2** Approve Use of \$150,000 to Initiate Heating, Ventilation, Air Conditioning Preventive Maintenance Program **153-154**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.1.3** Adopt Resolution No. 06-15 to Support the State Bond Measure Proposition 1D **155-157**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.2 Educational Services:** None.
- 14.3 Human Resources:**
- 14.3.1** Adopt Resolution #06-14 for a Reduction in Classified Staff Due to Lack of Work/Lack of Funds **158-159**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 15. Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.
- 16. Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.
- 17. Board Meeting Calendar:**
- 17.1** October 24, 2006
17.2 November 14, 2006
17.3 November 28, 2006
17.4 December 12, 2006
17.5 January 9, 2007
17.6 January 23, 2007
- 18. Upcoming Events:**
- | | | |
|-------------|---------------------------------------|---|
| 18.1 | October 20, 2006 | Tracy High Homecoming |
| 18.2 | October 27, 2006 | West High Homecoming |
| 18.3 | November 22-24, 2006 | No School, Thanksgiving Break |
| 18.4 | November 22 – January 2, 2007 | Winter Break, Yellow Track |
| 18.5 | December 16- January 1, 2007 | Winter Break, Traditional |
| 18.6 | December 20 – January 1, 2007 | Winter Break, Red & Blue Track |
| 18.7 | December 20 – January 31, 2007 | Winter Break, Green Track |
| 18.8 | January 15, 2007 | No School, Martin Luther King Day |
| 18.9 | January 31, 2007 | No School, Staff Dev. Day |
- If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent's Office at 209/830-3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary aids or services, he/she should also contact the Superintendent's Office at least 24 hours prior to the meeting.

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, September 26, 2006**

5:30 PM: Trustee Crandall called the meeting to order and adjourned to closed session.

Roll Call: Board: G. Crandall, J. Feller, T. Hawkins, K. Lewis, B. Swenson, J. Vaughn;
Absent: G. Machado.
Staff: J. Franco, J. Mousalimas, C. Goodall, S. Harrison, B. Etcheverry.

7:05 PM: Trustee Crandall 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: #FF06-07/8, 9, 10, 11, 12, 14, 15, 16, 17, 21
Action: Lewis, Feller. **Vote:** Yes-6; No-0; Absent-1(Machado)
6b Report Out of Action Taken on Application for Reinstatement: #AR06-07/22
Action: **Vote:** Yes-6; No-0; Absent-1(Machado)
6c Report Out of Action Taken on Early Graduation Request: Tracy High #1002194, 1017835, 10207825
Action: **Vote:** Yes-6; No-0; Absent-1(Machado)

Employees Present: C. Minter, J. Wakefield, R. Call, B. Willner, L. Boragno-Dopp, D. Wakefield, K. Fistolera, C. Sasser, S. Sievers, R. Frame

Press: Z. Johnson

Visitors Present: The Wingo Family, The Roberts Family, D. Sasser

Minutes: **Approve Regular Minutes of September 12, 2006.**
Action: Hawkins, Vaughn. **Vote:** Yes-5; No-0; Absent-1(Machado); Abstain-1(Crandall)
Minutes are public information and available for review in the Superintendent's Office during regular business hours.

Student Representative Reports: Tracy High: Megan Wingo reported that the football season opened with the West/Tracy Football Game. Senior breakfast was last Thursday and approximately 500 students attended. The theme was "Senior Dreamin". This Friday is the fall sports rally, football game and back-to-school dance which will have a new year's theme. In academics, IB history teacher, Mrs. Lee, studied in Hawaii and is arranging a video conference with Pearl Harbor survivors. The volleyball team's regular season starts today. The

football team is improving and will be supported by the "Dog Pound". The cross country team just completed a competition.

West High: Ryan Elwood reported that they kicked off the year with a Frosh and Friends BBQ which promoted the blue crew. The second week of school was rush week and clubs were promoted various activities. District kick off leadership performed a skit. Tracy west game they had a rally and game and went well for West. Dance was held on the next Friday (back to school dance). Trying to expand blue crew and go to other sports besides just football. Attended water polo game today.

Duncan Russell: Alejandro Camacho- unable to attend due to illness in his family.

**Recognition &
Presentation:**

9.1 Recognize West High Student Cai Roberts for being recognized as a National Merit Semi-Finalist

Dr. Sheila Harrison, Assistant Superintendent of Educational services, recognized Cai Roberts for being a semi-finalist in National Merit Scholarship Program, which honors students who show exceptional academic ability and potential for success in rigorous college studies highest scores on test measures reading writing and math. 90% are expected to attain finalist status. The winners will be announced in April. Dr. Franco presented him with a certificate.

Dr. Franco introduced Cindy Sasser who is our newest principal at Jacobson Elementary School.

**Hearing of
Delegations**

None.

**Information &
Discussion Items:**

11.1 Administrative & Business Services

11.1.1 Accept Report from Kelling, Northcross and Nobriga Regarding Series A of General Obligation Bonds

Financial Advisor, Charlie Feinstein, presented a power point presentation on the bond sale summary. We received the higher rate of the two ratings that were expected, A-1. The tax rate for this year will be \$13.10 per \$100,000 of assessed Valuation for 2006/07.

11.1.2 Receive Report on Proposed Maintenance Program

Dr. Casey Goodall proposed this one time expense and upgrading 2 employees to air conditioning technicians. The goal is to have air conditioners functioning properly 98% of the time and that there be a 24-hour turn around time for repairs.

11.2 Educational Services:

11.2.1 Receive Report on Passport to College

This item was moved up on the agenda.

Greg McCreary, trustee of Delta College

Assistant Superintendent of Educational Services, Dr. Sheila Harrison, and Director of Alternative Programs, Linda Boragno-Dopp, presented information regarding the Passport to College program which will provide free tuition to Delta College to the present 5th graders in 2014. Also present were Trustee Greg McCreary, Karen Munroe, President of Delta College Foundation and Dr. Mary Ann Cox Passport Project Director.

Public Hearing: None.

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

Item 13.2.4 was pulled from the agenda.

Item 13.3.3 approved as amended.

13.1 Administrative & Business Services:

13.1.1 Approve Revolving Cash Fund Reports for August, 2006

13.1.2 Approve Accounts Payable Warrants for August, 2006 (Under Separate Cover)

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

13.2 Educational Services:

13.2.1 Approve Service Agreements for College AVID Tutors Gerald Latasa, Jr. and Aaron Sanders to Tutor AVID High School Students Throughout the 2006-2007 School Year

13.2.2 Approve Overnight Travel for the West High School Future Business Leaders of America Club to Attend an Officer/Adviser Training Day Conference on October 6-7, 2006

13.2.3 Approve the Service Agreement for The Wheels of Freestyle Assembly for McKinley School on October 10, 2006

13.2.4 Approve Civil War Assembly for Delta Island on October 18, 2006
This item was pulled from the agenda.

13.3 Human Resources:

13.3.1 Approve Classified, Certificated and/or Management Employment

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

13.3.3 Approve Special Contract Services for Dr. Hal Kushins as a No Child Left Behind (NCLB) Consultant (As amended)

Action Items: **14.1 Administrative & Business Services:**

14.1.1 Adopt Resolution #06-13, Authorizing and Defining Names to Sign

Orders on School District Funds

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

14.1.2 Approve Monthly Budget Adjustment Report

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

14.1.3 Approve Preliminary Drawings of West Building and Authorize Rainforth Grau Architects to Move Forward with Construction Documents

This item was moved up on the agenda.

Director of Facilities Planning, Denise Wakefield, and architects, Kevin Arwood and Michael Rainforth reviewed the West Building specifications and parking area.

Trustee Lewis left the meeting at 8:17 p.m.

Trustee Lewis Returned to the meeting at 8:19

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

14.2 Educational Services:

14.2.1 Approve Kontraband Interdiction Detection Services (KIDS) Contract for the 2006-2007 School Year

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

14.2.2 Approve Board Resolution No. 06-12 Supporting District Participation in the Passport to College Program Sponsored by Delta College

This item was moved up on the agenda.

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

14.3 Human Resources:

14.3.1 Adopt New/Revised Board Policies and Acknowledge New/Revised Administrative Regulations with minor or No Changes to be Compliant with CSBA Guidelines – 2nd Reading

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

Board Reports:

Trustee Lewis reported that James did a good job as acting President at the last Board meeting. He would like to request a report on the current state of the grounds crew, their responsibilities, the level of service provided with the staff we have, and what we want to provide. Trustee Feller attended the facilities meeting last week. She appreciates all of the staff's time on the various projects. She will not go to the meeting this week, since she went last time. Gregg will attend as an alternate. The interviews for the architect for the theater, pool will be held on October 3rd. Trustee Swenson passed. Trustee Hawkins passed. Trustee Vaughn passed. Trustee Crandall thanked those in the district for all the condolences he received. Looking forward to attending the facilities meeting. Thank you to Bill, Casey and Jim for following up on issues with HVAC. I'm glad we are coming together with a plan.

**Superintendent
Report:**

Dr. Franco was very pleased with the report from Charlie Feinstein regarding the bond sales. The taxpayers will realize the savings. Passport to College reception will be tomorrow night from 4-6 at Delta. They will be serving wine & cheese and all board members are invited to attend. Also the San Joaquin A+ Awards will be tomorrow night. Over the last 2 weeks he visited schools that hit their API targets and sub scores and brought donuts to the staff. Pat Anastasio, principal at Tracy High was notified that they are now eligible to apply to become a California Distinguished School.


**9:28 PM
Adjournment.**

James Vaughn, Clerk

Date



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent
From:  C. Goodall, Assistant Superintendent for Business
Date: September 19, 2006

SUBJECT: Receive Report on Grounds Department

Background: At the September 26th board meeting, the board asked for a report on the grounds crew which would contain current staffing and assignments, the expectations of what the crew can currently achieve each week. The board also asked for a discussion of a number of scenarios of different levels of service.

Rationale: The attached sheet shows four different scenarios of grounds service. The scenarios range from the most basic to the ideal.

The grounds department currently consists of nine (9) staff members who maintain grounds on twenty-two (22) different campuses. The crew is enhanced with additional help during summer months when substitutes are available. One staff member is dedicated to mowing large field areas every five days. Four staff members are dedicated to mowing all other turf areas every fourteen days. Two staff members are dedicated to repairing broken or impaired irrigation systems. Two new positions were added a year ago to provide general grounds services at the comprehensive High Schools. The cost of staffing for the current crew is \$472,883.64. Some level of grooming of trees, shrubs, and other landscaping occurs between November and April.

If substitutes are available during the months of May through October, four additional crew members are added to allow for mowing of all turf areas every five days.

The attached spreadsheet describes current, improved, and ideal scenarios will be discussed further during the board meeting.

Funding: This agenda item is informational only.

Recommendation: Receive Report on Grounds Department

Grounds Service/Staffing Review

A	Current Staffing	Quality of Service	# of staff	Cost	
	General				
	Large Turf Areas - Non Sports	Mow every 5 days	1	\$52,542.63	Rueben
	General Grounds Maintenance	Annually: seed, aerate, fertilize football & soccer fields at each high school. Inspection/Upkeep of playgrounds when notified.	0	\$0.00	
	Irrigation Maintenance	Identify problems when notified. Repair as time permits, never caught up.	2	\$105,085.25	Rodrigo, Jim
	District Mowing Team	Mow every 14 days	4	\$210,170.51	Ignacio, Benny, Antonio, Craig
	High Schools				
	General High School Grounds	General grounds maintenance and grooming, line for high school league events, no work for outside user events.	2	\$105,085.25	Rick and Leonard
	Large Turf Areas - Sports Fields	District mowing team every 14 days, line for high school league events, no work for outside user events	0	\$0.00	
	High School Shrubs/Trees/Flowers	District mowing team annually trim shrubs and trees, spray for weeds, maintain flower beds & maintain fence lines, leaves, drains	0	\$0.00	
	Small Lawns - High School	Mow every 14 days	0	\$0.00	
	Elementary (K-5 and K-8)				
	Large Turf Areas - Sports Fields	See district mowing team	0	\$0.00	
	Elementary Shrubs/Trees/Flowers	See district mowing team	0	\$0.00	
	Small Lawns - Elementary	See district mowing team	0	\$0.00	
	Total		9	\$472,883.64	
	Craig Hughes	Grounds Leadman/Supervisor		\$70,802	
	Reuben Aroniz	Grounds Heavy Equipment Operator		\$51,245	
	Leonard Lunsford	Groundskeeper I		\$48,314	
	Rick Farrington	Groundskeeper I		\$48,314	
	Benny Garza	Groundskeeper I		\$48,314	
	James Wesson	Groundskeeper I		\$48,314	
	Ignacio Rodriguez	Groundskeeper I		\$48,314	
	Antonio Bygotia	Groundskeeper I		\$48,314	
	Rodrigo Diaz	Irrigation Specialist/Grounds Mechanic		\$60,954	
				\$472,884	
				\$52,543	

B	Improved Staffing	Quality of Service	# of staff	Cost	
	General				
	Large Turf Areas - Non Sports	Mow every 5 days	1	\$52,542.63	Reuben
	General Grounds Maintenance	Annually: seed, aerate, fertilize football & soccer fields at each high school. Inspection/Upkeep of playgrounds when notified.	0	\$0.00	
	Irrigation Maintenance	Identify and repair problems within twenty four hours of a problem.	2	\$105,085.25	Rodrigo, Jim
	District Mowing Team		1	\$52,542.63	Craig
	High Schools				
	General High School Grounds	General grounds maintenance and grooming	2	\$105,085.25	Rick and Leonard
	Large Turf Areas - Sports Fields	Mow and edge every 5 days, line for seasonal high school league events	0	\$0.00	
	High School Shrubs/Trees/Flowers	Monthly trim shrubs and trees, spray for weeds, maintain flower beds & maintain fence lines, leaves, drains	0	\$0.00	
	Small Lawns - High School	Mow and edge every 5 days	0	\$0.00	
	Elementary (K-5 and K-8)				
	Large Turf Areas - Sports Fields	Mow and edge every 5 days, line for high school league events, line and groom for outside user events	2	\$105,085.25	Ignacio, Benny
	Elementary Shrubs/Trees/Flowers	Annually trim shrubs and trees, spray for weeds, maintain flower beds & maintain fence lines, leaves, drains	0	\$0.00	
	Small Lawns - Elementary	Mow and edge every 5 days.	6	\$315,255.76	Antonio plus 5 additional
	Total		14	\$735,596.77	\$262,713.13 Additional Cost

C	Ideal Staffing	Quality of Service	# of staff	Cost	
	General				
	Large Turf Areas - Non Sports	Mow every 5 days	1	\$52,542.63	Reuben
	General Grounds Maintenance	Annually: seed. Semi-annually: fertilize. Quarterly: aerate. Monthly: inspection/upkeep of playgrounds; apply pesticide.	1	\$52,542.63	1 Additional
	Irrigation Maintenance	Identify and repair problems within twenty four hours of a problem.	2	\$105,085.25	Rodrigo, Jim
	District Mowing Team		1	\$52,542.63	Craig
	High Schools				
	General High School Grounds	General grounds maintenance and grooming	2	\$105,085.25	Rick and Leonard
	Large Turf Areas - Sports Fields	Mow and edge every 5 days, line for seasonal high school league events, line and groom for outside user events (year round)	2	\$105,085.25	Two additional
	High School Shrubs/Trees/Flowers	Monthly trim shrubs and trees, spray for weeds, maintain flower beds & maintain fence lines, leaves, drains	0	\$0.00	
	Small Lawns - High School	Mow and edge every 5 days	0	\$0.00	
	Elementary (K-5 and K-8)				
	Large Turf Areas - Sports Fields	Mow and edge every 5 days, line for high school league events, line and groom for outside user events	2	\$105,085.25	Ignacio, Benny
	Elementary Shrubs/Trees/Flowers	Monthly trim shrubs and trees, spray for weeds, maintain flower beds & maintain fence lines, leaves, drains	2	\$105,085.25	Two additional
	Small Lawns - Elementary	Mow and edge every 5 days.	6	\$315,255.76	Antonio plus 5 additional
	Total		19	\$998,309.91	\$525,426.27 Additional Cost



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: *AK* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: September 22, 2006
Subject: Receive District Discipline Review Board Year-End Report

Background: As requested by Trustees in previous years, attached please find a year-end report on the student discipline cases handled by the District Discipline Review Board during the 2005-2006 school year and a copy of the 2004-2005 report for comparison.

Rationale: The expulsion cases are broken down by the school in which they occurred and the subsection violations (a) through (q) of Education Code 48900. Many of the cases referred to the District Discipline Review Board involved more than one violation of the Education Code. However, the statistics outlined in the report indicate the major reason for the student's recommended expulsion.

Included in the report is a table that contains information regarding the number of offenses in the Tracy Unified School District involving the possession and/or use of alcohol or drugs. This Agenda Item supports Strategic Goal #4: Develop Responsible Individuals.

Funding: No cost

Recommendation: Receive District Discipline Review Board Year-End Report

Prepared by: Rebecca Frame, Director of Student Services

2005-2006 YEAR-END SUMMARY REPORT

1. The District Disciplinary Review Board handled a total of 206 expulsion cases during the 2005-2006 school year. The school breakdown is as follows:

<u>School</u>	<u>Number of Expulsions</u>
Bohn	1
Central	4
Delta Island (K-8)	1
Freiler (K-8)	2
George Kelly (K-8)	5
Jacobson	1
McKinley	2
North (K-8)	20
Poet-Christian (K-8)	1
Monte Vista Middle School	18
Williams Middle School	18
Duncan-Russell High School	3
Tracy High School	79
West High School	51

2. The Board of Trustees dealt with a total of **206** expulsion cases this school year as compared to **197** last school year. This is an increase of **9** expulsion cases.
3. The number of alcohol cases **decreased** from a total of **30** in the 2004-05 school year to **27** in 2005-2006.
4. Of the 206 students who were recommended for expulsion during the 2005-2006 school year :
 - * 63 or 30% of the students were allowed to remain in school on probation.
 - * 10 students, or 16% of this total, violated one or more conditions of their probation and were subsequently expelled from school as compared to 24% during the 2004-2005 school year.
5. There were seventy-eight (78) applications for reinstatement.
 - * Of the 78 applications, 69 students, or 88%, completed the conditions of their expulsion order and were allowed to return to an appropriate program within the Tracy Unified School District.
 - * Of the 69 students allowed to return to the District, 7 students violated a subsection of Education Code 48900 and were subsequently expelled again.

**DISTRICT DISCIPLINARY REVIEW BOARD
YEAR END REPORT 2005-2006
BREAKDOWN OF EXPULSION CASES BY VIOLATION**

VIOLATION Ed. Code 48900	TJUSD TH/WH/DR	MONTE VISTA	WILLIAMS	K-8	ELEM.	TOTAL	% OF TOTAL
(a)	35/26/1	6	9	14		91	.442
(b)	15/5/0	8	6	9	4	47	.228
(c)	9/7/2	1				19	.092
(d)							
(e)							
(f)	1/4/0			2		7	.034
(g)	0/1/0					1	.005
(h)							
(i)	3/2/0		2		3	10	.049
(j)							
(k)	15/2/0	3	1	4	1	26	.126
(l)	1/0/0					1	.005
(m)							
(n)	0/4/0					4	.019
(o)							
(q)							
TOTALS	79/51/3	18	18	29	8	206	100%

**DISTRICT DISCIPLINARY REVIEW BOARD
YEAR END REPORT 2004-2005
BREAKDOWN OF EXPULSION CASES BY VIOLATION**

VIOLATION Ed. Code 48900	TJUSD TH/WH/DR	CLOVER	M.V.	WILLIAMS	ELEM/K-8	TOTAL	% OF TOTAL
(a)	18/42/0	4	21	9	1/0	95	.480
(b)	6/7/0	7	2	4	4/1	31	.160
(c)	12/10/0		1			23	.120
(d)							
(e)							
(f)	4/0/0	1	1			6	.030
(g)	1/0/0			1		2	.010
(h)							
(i)	0/1/0	1			0/1	3	.015
(j)							
(k)	16/3/1	3	6	2	2/1	34	.170
(l)	3/0/0					3	.015
(m)							
(n)							
(o)							
(q)							
TOTALS	60/63/1	16	31	16	7/3 (K-8)	197	100%

TRACY UNIFIED SCHOOL DISTRICT

**CASES INVOLVING THE POSSESSION OR
USE OF ALCOHOLIC BEVERAGE**

	96-97	97-98	98-99	99-00	00-01	01-02	02-03	03-04	04-05	05-06
Number of Students	25	31	31	22	24	20	22	45	30	27

TRACY UNIFIED SCHOOL DISTRICT

CASES INVOLVING THE POSSESSION OR USE OF DRUGS

	01-02	02-03	03-04	04-05	05-06
Number of Students	51	51	52	84	68

First offense alcohol or drug cases, unless combined with another violation of Education Code 48900, resulted in a student being suspended for a minimum of five (5) days, required to complete a minimum of thirty (30) hours of community service, and placed on a minimum of nine (9) weeks social/activity probation.

- (a)(1) Caused, attempted to cause, or threatened to cause physical injury to another person.
- (a)(2) Willfully used force or violence upon the person of another, except in self-defense.
- (b) Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any such object, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.
- (c) Unlawfully possessed, sold, or otherwise furnished, or been under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
- (d) Unlawfully offered or arranged or negotiated to sell any controlled substance as defined in Section 11053 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid substance, alcoholic beverage, or intoxicant.
- (e) Committed or attempted to commit robbery or extortion.
- (f) Caused or attempted to cause damage to school property or private property.
- (g) Stole or attempted to steal school property or private property.
- (h) Possessed or used tobacco, or any products containing tobacco or nicotine products, including, but not limited to cigarettes, cigars, miniature cigars, clover cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.
- (i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- (j) Had unlawful possession of, or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
- (k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
- (l) Knowingly received stolen school property or private property.
- (m) Possessed an imitation firearm. As used in this section "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- (n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.
- (o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil for being a witness, or both.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: September 12, 2006
SUBJECT: Acknowledge SARB (School Attendance Review Board) Report

BACKGROUND: The truancy program has a truancy coordinator, a district attendance assistant, and a SARB chairperson who work with schools, parents, and students daily to get kids to school. The SARB team works with representatives from the Tracy Police Department, Health Services and Prevention Services to address the needs of truant students and assist them to correct the situation. The SARB chair directs overall efforts to combat truancy in our district. The truancy personnel meet with school attendance people on a regular basis to identify truant students, make home contacts with non-attending students' parents, return students to school, refer students to the SARB committee, serve on the SARB board and work with other agencies to build collaborative services.

RATIONALE: The truancy coordinator, district attendance assistant, and SARB chairperson work as a team to reduce truancy in Tracy's schools. Early intervention through parent contacts, school remediation, referrals to social services, county school and Willow Community Day School coordinate their efforts into an effective program. This agenda item supports Strategic Goal #4-Develop Responsible Individuals.

FUNDING: Not applicable

RECOMMENDATION: Acknowledge SARB (School Attendance Review Board) Report

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

To: Rebecca Frame
From: Mike Kinakin, SARB Chairman
Subject: SARB 2005-2006 End of the Year Report
Date: June 2, 2006

SARB Committee:

Chairman:	Mike Kinakin
Truancy:	R.G. Fagin/Diana Silveira
Health Services:	Cindy Edmiston
Prevention Services:	Joan Stone
STEPS/DR:	Ann Herrington

The following represents the findings by the SARB committee, and the statistics representing students serviced throughout the 2005-2006 School Year.

RECOMMENDATIONS

1. There still exists a need for increased educational alternatives.
2. Increase the number of Middle School and Elementary SARB Hearings
3. We must aggressively pursue non-enrolled students and have a comprehensive follow-up program in place with specific responsibility of assignments.
4. Determine and define job responsibilities of the Resource Assistant and Truant Officer.
5. Determine economic benefit of home visits and District attendance outside parent conferences. The need to effectively use time is very important.
6. Expedite the process of sending parents to court.
7. Create an attendance accounting process for alternative programs and assign specific responsibilities for follow-up.
8. Utilize District Technology to better aid in tracking attendance.
9. Develop comprehensive programs to increase A.D.A. to offset declining enrollment.

The diligence of our SARB board once again has brought many improvements. Our SARB board continues to become more proactive in referring people to Social Service Agencies to effectively deal with the truancy process. We have almost become an additional Social Service Agency. There have been many positive aspects of this year but there are many more areas of improvement that need to be met.

STATISTICS	2003/2004	2004/2005	2005/2006
Court Cases	5	9	6
Number of SARB Hearings	81	117	160
Families Attending SARB	50	58	50
Families Not Attending SARB	31	59	110
County School Assignments	22	33	58
Willow School Assignments	22	19	12
Operation Stay in School	76	113	66
Scheduled SARB Meetings @ TPD	18	19	50
SARB meetings at school sites	1	0	0

SARB HEARINGS BY SCHOOL SITE	2003/2004	2004/2005	2005/2006
Bohn	1	3	0
Central	1	6	3
Delta Island	0	0	0
Freiler	0	2	6
Hirsch	1	0	0
Jacobson	0	1	0
Kelly	0	0	0
McKinley	0	3	4
North	1	0	5
Poet Christian	0	0	0
South	1	5	0
West Park	0	3	0
Villalovoz	0	0	0
Clover	0	2	N/A
Monte Vista	4	2	10
Williams	0	2	3
THS/Excel	24	15	39
WHS/Success	45	60	72
Duncan Russell	2	5	5
Other/Jefferson/Banta	1	6	7
Lost Students	1	2	7

COURT CASES

<u>Case</u>	<u>Outcome</u>
TUSD 05-030	Pending
TUSD 05-031	Pending
TUSD 05-032	Pending
TUSD 05-033	Pending
TUSD 05-034	Pending
TUSD 05-035	Pending



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: C. Goodall, Assistant Superintendent for Business

Date: September 29, 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, Assistant Superintendent of Business Services

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SUMMARY OF SERVICES

-
- A. Vendor: RGM & Associates
Site: Tracy High School – Sink/Cabinet Installation
Item: Agreement - Approve
Services: Construction management services to install sink, cabinets and electrical power in Rooms 51 and 52 for science classroom conversion.
Cost: \$1,500.00 Not to Exceed
Project Funding: Unrestricted Facility Fund
-
- B. Vendor: RGM & Associates
Site: Tracy High School and Williams Middle School – Fire Alarm Repairs
Item: Agreement - Approve
Services: Construction management services to repair existing fire alarm systems.
Cost: \$2,500.00 Not to Exceed
Project Funding: Unrestricted Facility Fund
-
- C. Vendor: Rainforth-Grau Architects
Site: Tracy High School Relocatable Classroom
Item: Agreement - Ratify
Services: Architectural services for one relocatable classroom being placed due to growth.
Cost: \$51,840.00 Not to Exceed
Project Funding: Developer Fees
-
- D. Vendor: American Modular Systems
Site: Tracy High School Relocatable Classroom
Item: Proposal - Ratify
Services: Contractor to construct, deliver and install one (1) 24x40 DSA Classroom as per Santa Rita Union School District piggyback bid; one relocatable classroom being placed due to growth.
Cost: \$45,840.00
Project Funding: Developer Fees
-
- E. Vendor: Gowan Construction Company
Site: Tracy High School – Sink/Cabinet Installation
Item: Agreement - Ratify
Services: Install sink, cabinets and electrical power in Rooms 51 and 52 for science classroom conversion.
Cost: \$24,872.00
Project Funding: Unrestricted Facility Fund
-

F. Vendor: RGM & Associates
Site: Delta Island School – New Septic System and Leach Field
Item: Agreement - Ratify
Services: Construction management services to remove and install new septic system and leach field.
Cost: \$10,000.00 Not to Exceed
Project Funding: Deferred Maintenance

G. Vendor: RGM & Associates
Site: Jacobson, West High School & Williams – Irrigation Renovations
Item: Agreement - Ratify
Services: Construction management services to install new irrigation systems.
Cost: \$4,000.00 Not to Exceed
Project Funding: Unrestricted Facility Fund

H. Vendor: RGM & Associates
Site: Stein School/TARP – Kitchen Remodel
Item: Agreement - Ratify
Services: Construction management services to remodel kitchen for TARP classes.
Cost: \$1,000.00 Not to Exceed
Project Funding: Adult School

I. Vendor: RGM & Associates
Site: Delta Island School – Fire Alarm System
Item: Agreement - Ratify
Services: Construction management services to install new fire alarm system throughout the entire campus.
Cost: \$8,500.00 Not to Exceed
Project Funding: Deferred Maintenance

J. Vendor: California Landscape Services
Site: Jacobson School – Irrigation Renovations
Item: Proposal - Ratify
Services: Contractor to prepare site for hydro-seed, install drains and tie new irrigation into existing lines.
Cost: \$14,595.00
Project Funding: Unrestricted Facility Fund

K. Vendor: OPSC – State of California
Site: State Relocatable Classrooms
Item: Lease Amendment
Services: Amendment to the original agreement between the District and OPSC to update State Relocatable Classroom leases. Board approved 39 State Relocatable Classrooms on 10/25/05 and an amendment for 18 additional State Relocatable Classrooms on 6/27/06. This amendment adds 16 additional classrooms for a total of 73 State Relocatable Classrooms.
Cost: Rental cost for a State Relocatable Classroom is \$4,000/per year
Project Funding: Developer Fees

L.	Vendor:	Bockmon & Woody Electric Company
	Site:	Hirsch School – State Relocatable Classrooms at Various Sites
	Item:	Change Order #2
	Services:	Additional underground signal conduits and patch AC.
	Cost:	\$14,231.00
	Project Funding:	Developer and SSBF

M.	Vendor:	Bockmon & Woody Electric Company
	Site:	Jacobson School – State Relocatable Classrooms at Various Sites
	Item:	Change Order #3
	Services:	Additional base rock and fill under concrete walk and loam.
	Cost:	\$3,500.21
	Project Funding:	Developer and SSBF

N.	Vendor:	Bockmon & Woody Electric Company
	Site:	Tracy High School – Telephone Service Upgrade - Underground
	Item:	Change Order #2
	Services:	Provide ground and plywood backboard for telephone equipment.
	Cost:	\$523.00
	Project Funding:	Unallocated General Fund

O.	Vendor:	Bockmon & Woody Electric Company
	Site:	North School – San Joaquin First 5 Daycare
	Item:	Change Order #1
	Services:	Provide extra conduit/wire for service panels, extend and paint handrails to be ADA compliant and cost due to changes in existing grades and height of ramps.
	Cost:	\$7,540.00
	Project Funding:	Unrestricted Facility Fund/Reimbursement from First 5 of San Joaquin

P.	Vendor:	Bockmon & Woody Electric Company
	Site:	Delta Island School – Restroom Building
	Item:	Change Order #1
	Services:	Delete fire alarm system in its entirety.
	Cost:	(\$7,000.00)
	Project Funding:	Deferred Maintenance/Williams Act Fund

Q.	Vendor:	AM Stephens Construction Company
	Site:	West High School – Science/Restroom/Tennis Courts
	Item:	Change Order #1
	Services:	Moving irrigation piping, electrical conduits and rough grade portable pad.
	Cost:	\$14,019.58
	Project Funding:	Unrestricted Facility Fund and SSBF

R. Vendor: AM Stephens Construction Company
Site: West High School – Science/Restroom/Tennis Courts
Item: Change Order #2
Services: Delete ramps to tennis courts which includes two gates, two handrails and 412 sf of concrete.
Cost: (\$8,650.00)
Project Funding: Unrestricted Facility Fund and SSBF


S. Vendor: Bockmon & Woody Electric Company
Site: Tracy High School – Telephone Service Upgrade - Underground
Item: Notice of Completion
Services: Electrical and low voltage, plumbing and site work.
Original Contract: \$115,800.00 Change Order: <\$1,187.00> Total Amount: \$114,613.00
Completion Date: August 18, 2006
Project Funding: Developer and SSBF

T. Vendor: Bockmon & Woody Electric Company
Site: State Relocatable Classrooms at Various School Sites
Item: Notice of Completion
Services: Electrical and low voltage, plumbing and site work for Freiler, Hirsch, Jacobson and West High School.
Original Contract: \$442,100.00 Change Order: \$22,154.21 Total Amount: \$464,254.21
Completion Date: August 30, 2006
Project Funding: Developer and SSBF

U. Vendor: San Joaquin SELPA
Site: Special Education
Item: Compensation for Legal Services
Services: Tracy Unified School District will pay 100% of all invoices presented for legal services. SELPA will reimburse TUSD 50% of these legal expenses upon submission of an original invoice to SELPA for 50% of legal expenses paid.
Cost: No Cost
Project Funding: Special Education/Legal



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent
From:  Casey Goodall, Assistant Superintendent for Business
Date: September 29, 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, Assistant Superintendent of Business Services

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

A. Vendor: Delta Oilfield Services, Inc.
Site: Tracy High School West Building & Portables - Demolition
Item: Agreement - Ratify
Services: Demolition of entire site where the West Building is located and two portable buildings behind West Building.
Cost: \$309,440.00
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

B. Vendor: Davidson Plastering, Inc.
Site: Tracy High School - West Building
Item: Proposal - Ratify
Services: Contractor to remove, refurbish or remanufacture two (2) existing medallions located on the front entrance wall of the West Building. Cost is determined by the amount of work necessary to remove or replicate the existing medallions.
Cost: \$15,000.00 Not to Exceed
Project Funding: Local Bond Funds and SSBF

C. Vendor: Sterling Environmental Corporation
Site: Tracy High School West Building & Portables - Abatement
Item: Notice of Completion
Services: Contractor removed, handled and disposed of PCB's, lead based paints, mercury-contained florescent lights and asbestos-contained materials.
Change order amount was due to unforeseen conditions.
Original Contract: \$112,200.00 Change Order: \$29,800.00 Total Amount: \$142,000.00
Completion Date: September 22, 2006
Project Funding: Local Bond Funds and SSBF



BUSINESS SERVICES MEMORANDUM

TO: James C. Franco, Superintendent
FROM: C. Goodall, Assistant Superintendent for Business
DATE: September 27, 2006
SUBJECT: Accept Donations

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

1. Tracy Unified School District/Tracy High School: From: Wal-Mart Foundation, 702 S.W. 8th Street, Bentonville, Arkansas 72716. Donation: Check in the amount of \$1,000.00 (check no. 1238065, dated 3 27 06). This generous donation from Wal-Mart Foundation is to benefit the Tracy High School Mathematics Department (supplies and/or equipment as needed).

The entire staff and student body of Tracy High School wish to thank the Wal-Mart Foundation for their continued generous support and donation.

2. Tracy Unified School District/West High School: From: J.P. Morgan Chase Foundation – Volunteer Program, Attn: Sina Pat, P. O. Box 7899, Princeton, N.J. 08543-7899. Donation: Check in the amount of \$1,000.00. This generous donation from the J.P. Morgan Chase Foundation – Volunteer Program, is to be deposited in the West High School Associated Student Body Account and will benefit the West High School Girls Varsity Basketball Team.

The entire staff and student body of West High School wish to thank the J.P. Morgan Chase Foundation – Volunteer Program for the generous support and donation.

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

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

Accept Donations (continued)

RE: Board Meeting: October 10, 2006

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

RECOMMENDATION: Accept these donations with the sincere thanks and appreciation of the entire Tracy Unified School District.

Prepared by: Catherine Lyons, Administrative Assistant 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: September 22, 2006
SUBJECT: Ratify Contract with Jocelyn Ruppell , Speech Pathology Student Teacher

BACKGROUND: Board approval is requested to contract for Speech Language Pathology Services for Special Education students. The District was unable to fill a .40 FTE Speech Pathologist position for the 06/07 school year. University of the Pacific provides Speech Pathology interns to districts. Two TUSD Speech Pathologists along with UOP have agreed to supervise Ms. Ruppell.

RATIONALE: Districts must offer a continuum of services, including Language Speech and Hearing services, to students with exceptional needs. This request supports Strategic Goal #2, "Create Quality Learning Environments."

FUNDING: The contract rate is \$120.00 per day flat rate, not to exceed \$7,680. Expenses are budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Contract with Jocelyn Ruppell, Speech Pathology Student Teacher.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and **Jocelyn Ruppell**, 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: **Speech Language Pathology Student Teacher, supervised by UOP and TUSD Speech Language Pathologists.**
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **(2) days per week, for a total of 32 weeks**, under the terms of this agreement at the following location, various school sites.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay **\$ 120.00 per DAY/FLAT RATE**, not to exceed a total of **\$7,680**. 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 \$ N/A 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 October 3, 2006 pending successful TB test and fingerprints, and shall terminate on June 1, 2007.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Nancy E. Hopple (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Agreement for Special Contract Services - Page 2

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Josephine Z. Ruppell
Consultant Signature (1)
9/25/06
Social Security Number (2)
Date
SLP-A
Title
Stockton, CA 95207
Address

Tracy Unified School District

Date

Title
01-6500-0-5770-1110-5800-800-2542
Account Number to be Charged
Priscilla Hopple 9/25/06
Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: September 22, 2006
SUBJECT: Ratify Contract with Katie Burrill , Speech Pathology Student Teacher

BACKGROUND: Board approval is requested to contract for Speech Language Pathology Services for Special Education students. The District was unable to fill a .40 FTE Speech Pathologist position for the 06/07 school year. University of the Pacific provides Speech Pathology interns to districts. Two TUSD Speech Pathologists along with UOP have agreed to supervise Ms. Burrill.

RATIONALE: Districts must offer a continuum of services, including Language Speech and Hearing services, to students with exceptional needs. This request supports Strategic Goal #2, "Create Quality Learning Environments."

FUNDING: The contract rate is \$120.00 per day flat rate, not to exceed \$7,680. Expenses are budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Contract with Katie Burrill, Speech Pathology Student Teacher.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and **Katie Burrill**, 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: **Speech Language Pathology Student Teacher, supervised by UOP and TUSD Speech Language Pathologists.**
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **(2) days per week, for a total of 32 weeks**, under the terms of this agreement at the following location, various school sites.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay **\$ 120.00 per DAY/FLAT RATE**, not to exceed a total of **\$7,680**. 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 \$ N/A 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 October 3, 2006 pending successful TB test and fingerprints, and shall terminate on June 1, 2007.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Nancy E. Hopple (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Agreement for Special Contract Services - Page 2

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Kathryn Bruell
Consultant Signature (1)

Social Security Number (2)

9/25/06
Date

speech pathology intern
Title

Address

Stockton CA 95207

Tracy Unified School District

Date

Title

01-6500-0-5770-1110-5800-800-2542

Account Number to be Charged

Doreen Apple 9/26/05
Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services
DATE: September 20, 2006
SUBJECT: Ratify Contract with The Speech Path

BACKGROUND: Special education students may require assessment from outside service providers. Parents of a student with significant autism requested an augmented-assistive communication and full speech and language assessment. They also filed a complaint with the California Department of Education regarding this assessment. The complaint was resolved positively when parents and TUSD agreed to an independent educational evaluation by The Speech Path. Ratification is necessary due to the fact that the assessment is being performed under strict guidelines per pending IEP meeting.

RATIONALE: In this instance the in-depth assessment by outside providers is necessary to help the District prepare for potential litigation as well as resolve a complaint filed by parents with the California Department of Education. Nonpublic agency contracted services are part of the continuum of services districts must provide to students with exceptional needs. This request supports Strategic Goal #2 "Create Quality Learning Environments."

FUNDING: Expenses for this contract are billed at \$ 225.00 for each assessment: speech and language and augmented, assistive communication; and \$96.00 per hour for up to 15 hours for report writing, travel and participation in IEP meetings. Total contract expenses will not exceed \$1890.00 through June 30, 2007. Funding for Nonpublic School tuition is built into our 602 funding base for special education. Expenditures that exceed the base funding are reimbursed at 70% from San Joaquin SELPA funds. Nonpublic agency expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Contract with The Speech Path

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and **The Speech Path**, 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: **Speech and language assessment including full battery of language skills and development, pragmatics, augmented communication needs, and other speech and language assessments in the child's home or school; attendance at IEP and development of recommendations and possible goals and objectives. Services also to include, assessment and report writing.**
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (hours) , under the terms of this agreement at the following location any and all school sites in TUSD, or the contractor's home office.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 225.00 per assessor not to exceed a total of \$ 450.00 for each assessment. The district shall also pay \$96.00 per hour for up to 15 hours for travel, report writing and IEP participation. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] **SHALL**; [**X**] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
 - c. District shall make payment on a [] **MONTHLY PROGRESS BASIS**, [**X**] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2006 and shall terminate on June 30, 2007.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Nancy E. Hopple at (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no

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) *James L. [Signature]* MA

Social Security Number (2) _____

Date 09-19-06

Title President / Director

Address The Speech PATH

Modesto, CA 95355

Tracy Unified School District

Date _____

Title _____

01-6500-0-5770-1180-5800-800-2512

Account Number to be charged

Danette Hopple 9/19/06

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.

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HUMAN RESOURCES MEMORANDUM

TO: Dr. Jim Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent, HR
DATE: September 29, 2006
SUBJECT: Approve Student Clinician Speech Therapy Agreement with University of the Pacific

BACKGROUND: We have encouraged Institutions of Higher Education to place students in our schools to participate in a student teaching/substitute experience with the District. This agreement shall be for one school-year term commencing August 30, 2006 and expiring June 5, 2007.

RATIONALE: Students will be placed under the supervision of the Speech Pathology Supervisor. Direct supervision will be provided during at least 25% of the student's work time.

This agenda item meets strategic goal #6, Partnerships, and goal #7 Educational Leadership.

FUNDING: The Student shall be compensated at the rate of \$120.00 per work day. This is to be paid out of the Special Education budget.

RECOMMENDATION: Approve Student Clinician Speech Therapy Agreement.

**UNIVERSITY OF THE PACIFIC
AND
TRACY UNIFIED SCHOOL DISTRICT**

SPEECH THERAPY AGREEMENT

THIS AGREEMENT is entered into between the University of the Pacific (Pacific) and Tracy Unified School District (District) to provide speech therapy services to the District by Pacific student clinicians.

WHEREAS, the student clinician has completed the prerequisite didactic portion of the Pacific curriculum in speech pathology and desires to participate in a student teaching/substitute experience with the District.

THEREFORE, in consideration hereof, it is understood and agreed by and between the parties as follows:

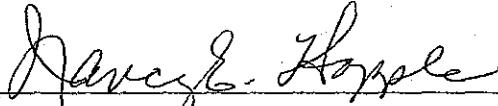
1. **PROFESSIONAL SERVICES TO BE PERFORMED:** The student is to perform duties of a speech pathologist under the supervision of the speech pathology supervisor. Direct supervision will be provided during at least 25% of the student's work time. The student agrees to comply with Tracy Unified School District's policies, procedures and regulations. The student agrees to perform services in a manner consistent with District standards. Completion of District records by the student will be performed in a timely manner.
2. **TERM AND TERMINATION:** The term of this agreement shall be for a one school-year term, commencing August 30, 2006 and expiring June 5, 2007. District may terminate the agreement for any reason with or without cause by providing 15 days written notice. Upon termination all fees shall be prorated to reflect only those services rendered and shall be invoiced as such.
3. **EMPLOYER-EMPLOYEE RELATIONSHIP:** The employment relationship created by this agreement is that of an intern only, and the student shall be compensated at the rate of \$ 120.- per work day.
4. **FINGERPRINTS:** State law requires employees, vendors and contractors to be fingerprinted and cleared by the Department of Justice before entering a school where pupils are present.

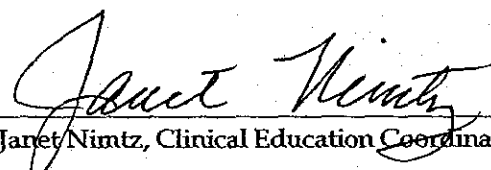
5. **INSURANCE AND INDEMNIFICATION:**

The District agrees to defend, indemnify and hold harmless Pacific, its officers, students, agents and employees from and against all losses and expenses by reason of liability imposed by law upon Pacific for damages because of bodily injury, personal injury, including death at any time resulting therefrom, sustained by any person or persons, or because of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this agreement, but not if such injuries to persons or damage to property are due or claimed to be due to the negligence of Pacific, its officers, agents, students or employees.

Pacific agrees to defend, indemnify, and hold harmless the District, its officers, students, agents and employees from and against all losses and expenses by reason of liability imposed by law upon the District for damages because of bodily injury, personal injury, including death at anytime resulting therefrom, sustained by any person or persons, or because of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this agreement, but not if such injuries to persons or damage to property are due or claimed to be due to the negligence of the District, its officers, agents or employees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Dated: 9/21/06 by 
Tracy Unified School District Representative

Dated: 9/13/06 by 
Janet Nimtz, Clinical Education Coordinator



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~W~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: ~~A~~ September 22, 2006
SUBJECT: Ratify Contract and Individual Service Agreement with South San Joaquin Education Center

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

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

FUNDING: Contract expenses for basic education for 2006-2007 school year, include per diem cost of \$ 145.00 per day with \$33.19 per day for transportation. Invoice charges for the service agreement will not exceed \$26,906.69. Non-public tuition expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542. Non-public expenditures beyond funding base are reimbursed at 70% through San Joaquin County of Education SELPA funds.

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

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 2nd day of October, between the district, Tracy Unified School District hereinafter referred to as the local educational agency ("LEA") and South San Joaquin Education Center (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and related services to individuals with exceptional needs (IWEN) under the authorization of Education Code (EC) Sections 56157 and 56365-56366.6
- B.** It is understood that this agreement does not commit LEA to payment for special education and related services provided to any individual unless, and until, an Individual Service Agreement (ISA) is executed between LEA and CONTRACTOR on behalf of such individual. Given the fact that it is the district's responsibility to assure that appropriate services are provided to the student, the district will either provide them, subcontract with other agencies per Section 4, or contract with respective NPS. The Director/Designee of the LEA's SPECIAL EDUCATION Unit may give interim telephone approval to the CONTRACTOR.
- C.** A current copy of CONTRACTOR's California Department of Education (CDE) Nonpublic School/Agency Certification approved by the California State Board of Education is attached hereto. In the event of a delay in certification by CDE, the CONTRACTOR shall forward, upon receipt, copies of the appropriate documentation from CDE that verifies the delay (e.g. waiver of certification, extension letters, etc.)
- D.** If a pupil is enrolled in a NPS/A with the approval of the LEA prior to a contract or ISA, the LEA shall issue a warrant for services, up to 90 days. If after 60 days the Master Contract has not been finalized, either party may appeal pursuant to EC 56366(c).
- E.** A NPS/A that proposes to initiate or expand services to pupils currently educated in the immediate prior fiscal year in a juvenile court program, community school or other non special education program, must notify the County Superintendent and the Special Education Local Plan Agency (SELPA). Notification must be no later than December 1 prior to the new fiscal year in which the proposed or expanding school intends to initiate services.
- F.** If certification expires during the contract period, CONTRACTOR must provide an updated copy. This Agreement will terminate if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Agreement. After termination (or during suspension), no services shall be performed where reimbursement is expected. From the initial effective date until the termination (suspension) date, the contract is in force and its terms and conditions are binding upon the parties.
- G.** Any educational funds received from an LEA for educational costs of IWENs it has placed shall be used solely for those purposes and not for the costs of a residential program.
- H.** A facility may not require, as a condition of placement that a child be identified as an IWEN.
- I.** Educational services shall occur at the school site, unless otherwise specified by the pupil's Individual Education Program/Individual Family Service Plan (IEP/IFSP).
- J.** Only those NPS/As who employ staff who hold a certificate permit or other document equivalent to that which staff in public school are required to hold in the service rendered are eligible to receive certification.
- K.** "Superintendent" as used in this agreement, shall mean State Superintendent of Schools.

CONTRACT RELATIONS AND INSURANCE PROVISION

1. MODIFICATIONS AND AMENDMENTS

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

2. RENEWAL OF CERTIFICATION

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

3. NOTICES

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

Notices/bills mailed to LEA shall be addressed to:

Attention:

Nancy E. Hopple, Director of Special Education

Name
Tracy Unified School District
LEA
1875 W. Lowell Avenue

Address

Tracy CA 95376

City **State** **Zip**

209-830-3270 209-830-3274

Phone

Fax #

Notices to CONTRACTOR:

Gregory Potts, Director

Name
South San Joaquin Education Center
Nonpublic School/Agency
10623 E. Highway 120

Address

Manteca CA 95336

City **State** **Zip**

209-239-3244 209-239-6799

Phone

Fax#

4. DISPUTES

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

5. SUBCONTRACTOR AND ASSIGNMENT

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

6. INDEPENDENT CONTRACTOR STATUS

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

7. CONFLICT OF INTEREST

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

8. TERMINATION

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

9. INSPECTION AND AUDIT

- 9.1. CONTRACTOR shall provide reasonable access to, or forward copies of, any books, documents, papers, reports, records or other matter relating to the contract upon reasonable request by LEA except as otherwise provided by law.
- 9.2. All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant contract period being audited to assess the extent to which funds were expended consistent with said budgetary information.
- 9.3. Fiscal records are maintained by CONTRACTOR for five (5) years and are available for audit.
- 9.4. Commencing July 1, 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 9/25/06 and terminates at 5:00 p.m. on 6/1/06 unless sooner terminated as provided herein.

RATE SCHEDULE

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

<u>➤ BASIC EDUCATION PROGRAM</u>	<u>RATE</u>	<u>PERIOD</u>
➤ As set forth in the IEP for each student	145.00	151 days

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	33.19	151 days
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 _____	_____	_____
10) Other _____	_____	_____

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

NOTES:

CONTRACTOR

Nonpublic School/Agency

Contracting Officer's Date
Signature

Name and Title (type) Date

Tax I.D. # _____

LEA

Nancy E. Hopple 9/27/06
Nancy E. Hopple, Director of Special Education

Deputy Superintendent's Signature Date
Educational Services

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

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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: September 20, 2006
SUBJECT: Ratify Master Contract and Individual Services Agreements with NPS, North Valley School

BACKGROUND: Tracy Unified students attend North Valley School a nonpublic program for students with exceptional needs. The IEP team for the students determined their needs could not be met in a public school placement at this time. The review IEP's were held in December and June, therefore ratification is requested at this time.

RATIONALE: Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting the students' need for intensive intervention. This request supports Strategic Goal #2, "Create Quality Learning Environments."

FUNDING: The Extended school year cost for 2006 as well as total contract expenses for this school year includes per diem cost for basic education and related services including speech and language and 1:1 aide. Expenses for Individual Services Agreement will not exceed \$60,064.70. Seventy percent of contract expenses will be reimbursed by the San Joaquin County SELPA. Nonpublic tuition expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

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

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

TRACY 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 1 st day of July, between the TRACY UNIFIED SCHOOL (district, county office of education, a charter school participating as a member of the special education local plan area, or special education local plan area), county of San Joaquin hereinafter referred to as the local educational agency ("LEA") and North Valley 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: Janet Skulina, Program Specialist

Name

TRACY UNIFIED SCHOOL DISTRICT

LEA

315 E. 11th Street

Address

Tracy

CA 95376

City

State Zip

(209) 830-3270 x 1454

(209) 830-3274

Phone

Fax #

Notices to CONTRACTOR:

Attn: Lynn Burns

Name

North Valley School

Nonpublic School/Agency

P.O. Box 330

Address

Victor

CA 95376

City

State Zip

(209) 340-7900

(209) 340-7950

Phone

Fax#

4. **DISPUTES**

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

5. **SUBCONTRACTOR AND ASSIGNMENT**

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

6. **INDEPENDENT CONTRACTOR STATUS**

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

7. **CONFLICT OF INTEREST**

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

8. TERMINATION

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

9. INSPECTION AND AUDIT

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

10. INDEMNIFICATION

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

11. INSURANCE

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

12. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

13. DEFINITION OF PARENT

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

14. DEFINITION OF DAY

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

15. QUALIFIED PERSONNEL AND CLASS SIZE

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

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

16. SCHOOL CALENDAR

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

17. ATTENDANCE ACCOUNTING/REPORTING

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

- 17.1.1. Creditable days of attendance are those in which instructional minutes meet or exceed those in comparable LEA programs or minutes specified in student's IEP.
- 17.2. CONTRACTOR shall keep attendance of each pupil daily and report attendance monthly with billing invoices to LEA using forms issued by the LEA, with the signature of the person providing the service (i.e., teacher, occupational therapist, speech therapist, etc.).
- 17.2.1. Separate attendance forms must be submitted for all related services as specified on IEP.
- 17.2.2. CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing service providers of their personal responsibility for the completion and accuracy of said forms.
- 17.3. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of discussing attendance reporting.
- 17.4. The LEA, TRACY UNIFIED SCHOOL DISTRICT shall be notified immediately when the CONTRACTOR becomes aware of an emergency change of placement (e.g. hospitalization, juvenile hall, etc.,) and when the student returns to school.
- 17.5. CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's/parent's residence.
- 17.6. Within one (1) business day after CONTRACTOR becomes aware of pupil's and/or parent's change of residence, the CONTRACTOR shall notify LEA, on forms provided by LEA, of said change of residence.
- 17.6.1. Costs for services delivered after the actual date of a pupil's change of residence to another district will not be the responsibility of the LEA.
- 17.6.2. If the pupil is a Chapter 26.5 eligible student enrolled in a residential NPS placement covered by this contract and the pupil's parent moves to another SELPA, the current SELPA will be fiscally responsible for NPS placement and service as outlined in the pupil's IEP until the end of the current fiscal year. Provisions of McKinney Vento (homeless) legislation will be followed.
- 17.7. CONTRACTOR shall immediately report by telephone (209) 830-3270 x 1545 and fax (209) 830-3274 to LEA TRACY UNIFIED SCHOOL DISTRICT if a pupil is disenrolled from the NPS by the parent.
- 17.7.1. CONTRACTOR shall confirm such telephone call in writing.
- 17.8. No later than the 4th consecutive day of a pupil's absence, CONTRACTOR shall notify LEA, Attn: Janet Skulina.
- 17.8.1. If CONTRACTOR fails to provide such notice after the 4th consecutive absence, the CONTRACTOR shall not be compensated for services delivered after the 4th day of absence.
- 17.9. For students whose parents live in the district and for students residing in Licensed Children's Institutions or Foster Family Homes, the LEA shall reimburse CONTRACTOR for five (5) excused absences per semester.
- 17.9.1. Other than the allowable five (5) excused absences per semester, CONTRACTOR's payment will be based on the student's actual attendance at the site where the NPS/NPA service is to be provided per student's IEP. For this provision, ESY will be considered part of the previous semester.
- 17.9.2. For each absence over the allowed five (5) excused absences per semester, the aforementioned reimbursement/payment will be reduced by the local daily revenue amount, ~~\$149.12~~ ^{31.06}. 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) 209-80-3270 x 1454, and complete a written accident/incident report or Behavioral Emergency Report within five (5) days, and fax (209) 830-3274 it to the LEA, TRACY UNIFIED SCHOOL DISTRICT Attn: Janet Skulina 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 July 1, 2006 and terminates at 5:00 p.m. on June 30, 2007 unless sooner terminated as provided herein.

RATE SCHEDULE

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

➤ <u>BASIC EDUCATION PROGRAM</u>	<u>RATE</u>	<u>PERIOD</u>
➤ <u>As set forth in the IEP for each student</u>	<u>149.00</u>	<u>Per Day</u>

RELATED SERVICES/DESIGNATED INSTRUCTIONAL SERVICES (DIS)

	<u>RATE</u>	<u>PERIOD</u>
1) Transportation (* shall not include transportation through use of services or equipment owned, leased or contracted through LEA unless provided directly or subcontracted by the NPS/A)		
a) NVS Transportation – Round Trip	<u>14.00</u>	<u>Per Day</u>
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	<u>50.00</u>	<u>Per Hour</u>
b) Language/Speech Therapy-Group	_____	_____
5) Orientation/Mobility Training	_____	_____
6) Occupational Therapy	<u>120.00</u>	<u>Per Hour</u>
7) Physical Therapy	_____	_____
8) Aides 1:1	<u>123.60</u>	<u>Per Day</u>

9) Other _____
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

North Valley School

Nonpublic School/Agency

Lynn A. Burns 9/14/06
Contracting Officer's Signature Date

Lynn A. Burns, LCSW

Executive Director

LEA

TRACY UNIFIED SCHOOL DISTRICT

Name of District or Local Educational Agency

Darcey E. (Flynn) Hopple 9/15/06
Deputy Superintendent's Signature Date
Educational Services, Director Sp. Ed.

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

Tax I.D. # 68-0027211

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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: September 20, 2006
SUBJECT: Ratify Master Contract and Individual Services Agreements with NPS, Spectrum Center School

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

RATIONALE: Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting the students' need for intensive intervention. This request supports Strategic Goal #2, "Create Quality Learning Environments."

FUNDING: The total contract expenses for this school year includes per diem cost for basic education and related services including speech and language and occupational therapy. Expenses for Individual Services Agreement will not exceed \$49,713.00. Seventy percent of contract expenses will be reimbursed by the San Joaquin County SELPA. Nonpublic tuition expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

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

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

Contract year 2006/2007

Contract Number _____

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

This Master Contract is made and entered into this 1st day of July 2006 between Tracy Unified School District (Public Education Agency) County of San Joaquin, herein after referred to as the "LEA" (district, county office of education or special education local plan area, and Spectrum Center, Inc. (Nonpublic, nonsectarian school/agency), herein after referred to as "CONTRACTOR" for the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code Sections 56157 abd 56365-56366.5. It is understood that this agreement does not commit LEA to payment for special education and related services provided to any individual unless and until an Individual Service Agreement is executed between LEA and CONTRACTOR on behalf of such individual or interim telephone approval is given to the CONTRACTOR by a representative of the LEA.

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

CONTRACT RELATIONS AND INSURANCE PROVISION

1. MODIFICATIONS AND AMENDMENTS

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

2. NOTICES

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

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Pam Raymond, Executive Director
Name

Cindy Everhart
Name

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

Tracy Unified School District
LEA

16360 San Pablo Ave.
Address

1875 West Lowell Ave.
Address

San Pablo, CA 94806
City/State/Zip

Tracy, CA 95376
City/State/Zip

510/845-1321 20-1477571
Phone Tax ID #

209-830-3200 x1451
Phone

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

3. SUBCONTRACT AND ASSIGNMENT

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

4. INDEPENDENT CONTRACTOR STATUS

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

5. CONFLICTS OF INTEREST

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

6. TERMINATION

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

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

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

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

7. INSPECTION AND AUDIT

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

8. INDEMNIFICATION

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

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

9. INSURANCE

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

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

10. GENERAL PROVISIONS

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

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

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

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

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

14. CONTRACTOR shall submit a calendar with the total number of billable days not to exceed the total indicated on the rate schedule contained in this contract. Creditable days of attendance are only those days that are included in the submitted and approved school calendar which is attached hereto or as specified in the Individual Service Agreement for each pupil.

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

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

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

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

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

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

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

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

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

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

21. CONTRACTORS operating programs with residential components shall cooperate with parents' reasonable requests for pupil visits in their home, including, but not limited to, holidays and weekends. Contractor shall ensure that parental visits are in agreement with court order, if any.

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

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

23. If a pupil is of secondary school age, the LEA will provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of diploma requirements and specified levels of proficiency in basic skills as measured by LEA approved proficiency tests. For pupils in grades 9, 10, 11, and 12, CONTRACTOR shall administer proficiency tests in accordance with LEA testing dates. LEA shall provide at least thirty (30) days advance notice to the contractor of the dates(s) by which such testing shall be completed.

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

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

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

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

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

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

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

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

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

32. CONTRACTOR agrees, in the event of school or agency closure, to forward pupil records to LEA. These shall include, but need not be limited to, current transcript, IEP's, and results of proficiency testing.

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

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

35. CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures as specified in the California Penal Code.

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

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

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

Payment Provision

Rate Schedule - Perdiem

2006-2007 Perdiem Rates

Education service(s) offered by Spectrum Center, and the charges for such service(s) during the term of 2006-2007, shall be as follows:

A. Basic Education Program		Billable Days/Year	Period
Perdiem	\$181.00	210	July 1, 2006 - June 30, 2007

Per diem rates for pupils whose Individualized Education Programs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic rate may be based on the percentage of a 240 minute instructional day.

B. Related Services

1 a. Transportation*	district shall pay third party costs plus 10% admin fee		
2 a. Adaptive Physical Education-Individual	\$40.00	1/2 hr session	_____
b. Adaptive Physical Education-Group	\$28.00	1/2 hr session	_____
c. Adaptive Physical Education Evaluation	\$132.00		_____
3 a. Assistive Technology	\$42.00	1/2 hr session	_____
4 a. Augmentative Communication	\$42.00	1/2 hr session	_____
5 a. Language/Speech Therapy-Individual	\$42.00	1/2 hr session	_____
b. Language/Speech Therapy-Group	\$27.00	1/2 hr session	_____
c. Language/Speech Therapy Evaluation	\$290.00		_____
6 a. Orientation/Mobility-Individual	\$51.00	1/2 hr session	_____
b. Orientation/Mobility-Group	\$41.00	1/2 hr session	_____
c. Orientation/Mobility Evaluation	\$366.00		_____
7 a. Occupational Therapy-Individual	\$51.00	1/2 hr session	_____
b. Occupational Therapy-Group	\$41.00	1/2 hr session	_____
c. Occupational Therapy Evaluation	\$366.00		_____
8 a. Vision-Individual	\$51.00	1/2 hr session	_____
b. Vision-Group	\$41.00	1/2 hr session	_____
9 a. Individual Counseling	\$51.00	1/2 hr session	_____
b. Group Counseling	\$39.00	1/2 hr session	_____
c. Psychological Evaluation	\$535.00		_____
10 a. One-to-One Instructional Aide	\$97.00	per day	_____
b. One-to-One Instructional Aide- Half Time	\$48.50	per day	_____
c. One-to-One Instructional Aide-Specialized Services	\$136.00	per day	_____

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

40. PAYMENT DEMAND

CONTRACTOR shall submit written demand monthly for payment, said demand shall be made on a form and in the manner prescribed by the California Department of Education. CONTRACTOR shall submit said demands for payment for services rendered no later than thirty (30) days from the end of the attendance accounting period in which said services are actually rendered. LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount within forty-five (45) days of receipt of invoice.

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

41. RIGHT TO WITHHOLD

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

42. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate LEA personnel or state or federal audit agencies occurring as a result of the CONTRACTOR'S performance of this contract. CONTRACTOR also agrees to pay to LEA within thirty (30) days of demand by LEA the full amount resulting from any audit exceptions to the extent they are attributable to CONTRACTOR'S failure to perform properly any of its obligations under this contract unless LEA agrees to different terms in writing. Any and all audit exceptions must be specified in complete detail before any demand by LEA for any amount set forth therein.

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

OTHER PROVISIONS

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

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

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

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


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

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

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

SPECTRUM CENTER, INC

Tracy Unified School District



By: Name: Pam Raymond

Title: EXECUTIVE DIRECTOR

Date: 8/22/06



By: Name: _____

Title: Superintendent

Date: _____

ADDENDUM TO MASTER CONTRACT/AGREEMENT

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

Contractor: SPECTRUM CENTER

Tracy Unified School District

By: 

By: _____

Name Pam Raymond

Name _____

Title Executive Director

Title _____

LIST OF 2006-2007 SUB-CONTRACTORS

1. Progressus Therapy, Tiburon, CA
2. Via Services, Santa Clara, CA
3. Pediastaff, Richmond, CA
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

Payment Provision

Rate Schedule - Perdiem

2006-2007 Perdiem Rates

Education service(s) offered by Spectrum Center, and the charges for such service(s) during the term of 2006-2007, shall be as follows:

A. Basic Education Program		Billable Days/Year	Period
Perdiem	\$181.00	210	July 1, 2006 - June 30, 2007

Per diem rates for pupils whose Individualized Education Programs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic rate may be based on the percentage of a 240 minute instructional day.

B. Related Services

1 a. Transportation*	district shall pay third party costs plus 10% admin fee		
2 a. Adaptive Physical Education-Individual	\$40.00	1/2 hr session	_____
b. Adaptive Physical Education-Group	\$28.00	1/2 hr session	_____
c. Adaptive Physical Education Evaluation	\$132.00		_____
3 a. Assistive Technology	\$42.00	1/2 hr session	_____
4 a. Augmentative Communication	\$42.00	1/2 hr session	_____
5 a. Language/Speech Therapy-Individual	\$42.00	1/2 hr session	_____
b. Language/Speech Therapy-Group	\$27.00	1/2 hr session	_____
c. Language/Speech Therapy Evaluation	\$290.00		_____
6 a. Orientation/Mobility-Individual	\$51.00	1/2 hr session	_____
b. Orientation/Mobility-Group	\$41.00	1/2 hr session	_____
c. Orientation/Mobility Evaluation	\$366.00		_____
7 a. Occupational Therapy-Individual	\$51.00	1/2 hr session	_____
b. Occupational Therapy-Group	\$41.00	1/2 hr session	_____
c. Occupational Therapy Evaluation	\$366.00		_____
8 a. Vision-Individual	\$51.00	1/2 hr session	_____
b. Vision-Group	\$41.00	1/2 hr session	_____
9 a. Individual Counseling	\$51.00	1/2 hr session	_____
b. Group Counseling	\$39.00	1/2 hr session	_____
c. Psychological Evaluation	\$535.00		_____
10 a. One-to-One Instructional Aide	\$97.00	per day	_____
b. One-to-One Instructional Aide- Half Time	\$48.50	per day	_____
c. One-to-One Instructional Aide-Specialized Services	\$136.00	per day	_____

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE
06/16/2006

PRODUCER Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		877-945-7378		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Spectrum Center, Inc. Educational Services of America, Inc. 16360 San Pablo Avenue San Pablo, CA 94806		INSURERS AFFORDING COVERAGE		NAIC#	
		INSURER A: Philadelphia Indemnity Insurance Company		18058-001	
		INSURER B: Twin City Fire Insurance Company		29459-001	
		INSURER C: American Alternative Insurance Corporation		19720-000	
		INSURER D:			
		INSURER E:			

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	PHPK173282	6/1/2006	6/1/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	20UENTU9328	6/1/2006	6/1/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	60A2UB000092702	6/1/2006	6/1/2007	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

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

Contract to refer students.

CERTIFICATE HOLDER

CANCELLATION

Tracy Unified School District
 Attn: Nancy Flynn
 315 East 11th Street
 Tracy, CA 95376

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

AUTHORIZED REPRESENTATIVE

[Signature]

IMPORTANT

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

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

DISCLAIMER

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

INSURED: Spectrum Center, Inc.
POLICY NUMBER: PHPK173282

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:
Tracy Unified School District

**(If no entry appears above, information required to complete this endorsement will be shown in the
Declarations as applicable to this endorsement.)**

**WHO IS AN INSURED (Section II) is amended to include as an Insured the person or organization
shown in the Schedule as an Insured but only with respect to liability arising out of your operations
or premises owned by or rented to you.**



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: September 22, 2006
SUBJECT: Ratify Contract and Individual Service Agreement with CCHAT Center

BACKGROUND: A hearing impaired child with cochlear implants was initially placed within our SELPA in a San Joaquin County Deaf/Hard of Hearing class. However, a diagnostic placement at a Non-public school with an intense auditory, speech, and language program that promotes his oral communication skills through listening and talking was recommended. An IEP review determined the necessary placement to be CCHAT Center. CCHAT offers an oral communication program not offered in our county. Ratification of the individual services agreement is necessary at this time due to the immediacy with which schools were changed for this child.

RATIONALE: Districts must offer a continuum of services, including non-public schooling, to students with exceptional needs. This request supports Strategic Goal #2, "Create Quality Learning Environments."

FUNDING: Contract expenses for basic education for 2006-2007 school year, include per diem cost of \$127.00 per day. Invoice charges for the service agreement will not exceed \$9,814.42. Non-public tuition expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542. Non-public expenditures beyond funding base are reimbursed at 70% through San Joaquin County of Education SELPA funds.

RECOMMENDATION: Ratify Master Contract and Individual Service Agreement with CCHAT Center.

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 22nd day of August, between the district, Tracy Unified School District hereinafter referred to as the local educational agency ("LEA") and CCHAT (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:

Greg Wilson, Executive Director

Name

CCHAT Center

Nonpublic School/Agency

9350 Kiefer Boulevard

Address

Sacramento CA 95826

City **State** **Zip**

916-361-7290 916-361-8613

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 8/22/06 and terminates at 5:00 p.m. on 12/14/06 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>127.46</u>	<u>77 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 _____	_____	_____
10) Other _____	_____	_____

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

NOTES:

CONTRACTOR

Nonpublic School/Agency

Contracting Officer's Date
Signature

Name and Title (type) Date

Tax I.D. # 94-1706320

LEA

Nancy E. Hopple 9/27
Nancy E. Hopple, Director of Special Education

Deputy Superintendent's Signature Date
Educational Services

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

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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: September 20, 2006
SUBJECT: Approve an Addendum to Special Contract Services for Joan Check as the Counselor and Administrator at Willow Community Day School for the 2006-2007 School Year.

BACKGROUND: Willow Community Day School opened seven years ago and was operated with a principal, two teachers, a secretary, and a paraprofessional. Willow Community Day School typically serves thirty-three students. In the 2003-2004 school year due to budget constraints, the administrative position was eliminated. At the same time, Joan Check was hired to act as a part time counselor to oversee the daily operations at Willow Community Day School. R.G. Fagin opened the school and Joan Check worked three days per week on counseling and other administrative duties. Joan's contract for the school year was originally for \$20,000.

RATIONALE: Willow Community Day School has been operating smoothly with Joan Check as a part time counselor and administrator. As a retired administrator and counselor, Joan Check can assist Willow Community Day School to continue to operate effectively. Her duties would include student enrollment, records, registration, evaluation and advisement. Joan established the successful record for student achievement at Willow Community Day School and can continue to support the school on a part-time basis. This agenda item supports Strategic Goal #4- Develop responsible individuals. As Willow Community Day school received some additional funding this year, it was determined it would be best applied to increase counseling and administrative support for Willow students.

FUNDING: Funding from Willow Community Day School not to exceed \$7,000.

RECOMMENDATION: Approve an Addendum to Special Contract Services for Joan Check as the Counselor and Administrator at Willow Community Day School for the 2006-2007 School Year.

PREPARED BY: Rebecca Frame, Director of Student Services and Curriculum

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

**ADDENDUM TO AGREEMENT FOR SPECIAL CONTRACT
SERVICES**

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and **Joan Check** 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: Administrative and counseling at Willow Community Day School.
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 **Willow Community Day School on the Duncan-Russell site.**
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - A. District shall pay \$50 Hourly, not to exceed a total of \$7,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - B. District [☒] **SHALL**; [☐] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$2,000 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 **August 8, 2006** and shall terminate on **June 30, 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:



Consultant Signature (1)



Social Security Number or TIN number (2)

9/15/06

Date

Consultant/Principal

Title



Address

MORRISTOWN, CA. 95351

City/State/Zip



Phone Number

Date

Title

Account Number to be charged

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: September 13, 2006
SUBJECT: Approve Service Agreement for Mike Artell to Provide Four Assemblies for George Kelly School on November 2, 2006

BACKGROUND: Mike Artell, award winning author, provides assemblies to schools. His presentations encourage students to read, to write and to draw.

RATIONALE: George Kelly Elementary School is a language arts emphasis school. The presence of a published author will support this emphasis. Mike Artell will provide four different grade appropriate assemblies to our students. He will show students how to write and how to draw original cartoons at levels geared to the varying age groups at our school. His presentation should encourage students to become better writers. The presence of an actual published and award winning author will show students a career path. This will meet Strategic Goal #1 – Provide a meaningful and relevant curriculum that includes systemic assessment, accountability and enables students to meet high standards.

FUNDING: Student Body funds at a cost of \$1200.00

RECOMMENDATION: Approve Service Agreement for Mike Artell to Provide Four Assemblies for George Kelly School on November 2, 2006.

Prepared by: Denise L. Laven, Principal, George Kelly School.



Mike Artell

Author Illustrator TV Car
Conference Speaker

Toll free phone/fax 877.407 9735
in the New Orleans area phone/fax
P. O. Box 3997 Covington, LA
Email: mike@mikeartell.com 70435

[Click here](#) for Mike's biography

School Visit Information

Teachers, Media Specialists, Title 1 Coordinators

It's a fact - Every child in your school will benefit from a visit by Mike Artell. When Mike visits your school, he'll read from his award-winning books, share cool science facts, do some word play, draw cartoons... Whew! Too much to tell in this little space. [Click here](#) to get all the scoop. Tight budget? No problem. Mike will *split a day* between two nearby schools. All the fun at a fraction of the cost. This is too much fun to miss!

[CLICK HERE](#) for a list of Mike's books and videos. You can also hear "live" audio of Mike reciting his book PETITE ROUGE - A Cajun Red Riding Hood...with dat Cajun accent, cher. Dat's fo' true!

KIDS! LOOK! FREE CARTOONING LESSONS!

Here are some web sites with FREE step-by-step cartooning instructions:

<http://www.cartooncritters.com/artlessonlinks.htm>

http://artwork.asu.edu/arts/students/cartoon/les3_1.htm

<http://www.mrpicassohead.com/create.html>

<http://www.garyharbo.com/activity.html>

Teachers: Get your **FREE CURRICULUM GUIDE** for Mike's creepy and cool book, BACKYARD BLOODSUCKERS. There's no charge, just send Mike an [email](#) and put **BB guide** in the Subject line. You'll receive a curriculum guide via email automatically. Hey! Even if you don't own a copy of the book (gasp!), the curriculum guide is still pretty handy. For more info about BACKYARD BLOODSUCKERS, [click here](#). Mike has other curriculum guides too. Just ask.

Email: mike@mikeartell.com

Teachers - Media Specialists - Enrichment Teachers

Do you need a great one-act play for your students to perform? I've got one that I'll let you have for FREE! The title is, "AND NOW, THE NEWS." It's a spoof on TV news using fairy tale and folk tale characters. The set is simple, the cast can be large or small, and it's FUN! Grades 5 - 8+. Interested? Just drop me an email and request a script.

Meeting

Are you looking
informative, ins

Do you need a speak
workshop, meeting o
will inform, inspire an
organization. Present
innovation, positive p
and more. [Click here](#)



Here's a summary of Mike Artell's background and experience:

- **Author/Illustrator** - Mike has written and illustrated more than 35 books for children, parents and teachers. His body of work includes picture books, non-fiction (informational) science books, "concept" books (colors, shapes, etc.), word-play books (jokes, riddles, tongue twisters, etc.), and how-to books. Mike has also written and illustrated professional books as well as many articles for professional journals. Mike has also written and illustrated greeting cards and has had many of his cartoons published in business, technology and consumer magazines and journals.
- **Television/Magazine cartoonist** - Mike has hosted his own TV cartooning show for kids and has appeared as a guest on many television and radio shows across the U.S.
- **Conference speaker** - Mike has served as the keynote speaker, featured author/illustrator and luncheon speaker for some of the most prestigious educational, mental health and philanthropic associations in the country. References available on request.
- **Musician** - Mike plays a number of musical instruments and can be heard on three CD's.
- **Consulting** - Mike has provided marketing and sales consulting services to a number of technology-based companies including Texas Instruments. Prior to becoming a children's author/illustrator, Mike served in a number of sales and marketing positions with technology-based companies in California, Texas and Louisiana. Mike served on the boards of two of those companies.
- **Awards/recognition** - Many of Mike's books have won awards including the Louisiana Young Reader's Choice Award, American Assn. for the Advancement of Science "Best Science Book For Children", the American Booksellers "Top 10", Publisher's Weekly "Pick of the Lists", Curriculum Administrator's "Top 100", Storytelling World Magazine's "Honor Book" and Learning Magazine's "Teachers' Choice." Mike was also recognized by the Northshore (LA) Chapter of the International Reading Assn. for his, "exemplary service in the promotion of literacy."
- **Professional Affiliations** - Mike is a member of the International Reading Association.

Mike is married to Susan, a high school biology teacher. They have two grown daughters.

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 Mike Artell, 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: Four presentations at 8:20, 9:30, 11:45 and 1:45
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of ONE () HOURS DAY(s) (circle one), under the terms of this agreement at the following location George Kelly School, 535 Mabel Josephine Drive, Tracy, CA 95377
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 1200.00 per HOUR/DAY FLAT RATE (circle one), not to exceed a total of \$ _____. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS, [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on November 2, 2006, and shall terminate on November 2, 2006.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Denise L. Laven, Principal at (209) 831-5000 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Denise L. Laven

Tracy Unified School District
August 29, 2006

Date
Principal

Title
Student Body Account

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *JH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: September 13, 2006
SUBJECT: Ratify Service Agreement for Cara Bergen from Hesperia to Plan for the Implementation of ExCEL in Math with the George Kelly Staff on September 18, 2006

BACKGROUND: George Kelly has successfully implemented ExCEL for our reading instruction. We are looking at implementing it for math in grades three through eight. To do this, staff members need to plan for the schedule and the curriculum. Cara Bergen, ExCEL Director from Hesperia, will provide expert advice in these areas. Cara will be in the District September 19 – 21 and can come to George Kelly one day prior to provide assistance. The request to ratify this agenda item is due to the sudden availability of the ExCEL Director to be able to attend and provide the staff development activity on September 18, 2006.

RATIONALE: In order to implement the ExCEL Program in math at George Kelly, the staff needs to meet with Cara Bergen from Hesperia to plan for the implementation. This will meet Strategic Goal #1 – Provide a meaningful and relevant curriculum that includes systemic assessment, accountability and enables students to meet high standards.

FUNDING: The cost for expenses is not to exceed \$200 and will be funded by Site Block Grant funds.

RECOMMENDATION: Ratify Service Agreement for Cara Bergen from Hesperia to Plan for the Implementation of ExCEL in Math with the George Kelly Staff on September 18, 2006.

Prepared by: Denise L. Laven, Principal, George Kelly 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 Cara Bergen, 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: Plan for the Implementation of ExCEL in Math
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (one) HOURS(DAY)(s) (circle one), under the terms of this agreement at the following location George Kelly School, 535 Mabel Josephine Drive, Tracy, CA 95377
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ per **HOUR/DAY/FLAT RATE** (circle one), not to exceed a total of \$. 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 \$ 200.00 for the term of this agreement.
 - c. District shall make payment on a ☐ **MONTHLY PROGRESS BASIS**, ☒ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on September 18,, 2006, and shall terminate on September 18,, 2006.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Denise L. Laven at (209) 831-5000 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Cara Berger
Consultant Signature

Social Security Number (2)
9/18/06
Date

Director
Title

Address
Hesperia, Ca 92345

Denise L. Laven

Tracy Unified School District
September 11, 2006

Date
Principal

Title
Block Grant

Account Number to be Charged
Denise L. Laven
Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: September 25, 2006
SUBJECT: Approve Service Agreement for Tracy Mental Health Center
Services for the 2006-07 School Year

BACKGROUND: From data collected through North School student Success Team meetings we have found that students as well as families are in need of counseling services beyond the scope of the school. Tracy Mental Health Center has been providing services in the community and the school District. They can provide day and evening counseling services. In addition they can provide the school with the multilingual services that are needed for students and their families. We plan to buy weekly scheduled "service hours" that provide an on site counselor for identified students during the school day. Furthermore, we can request evening sessions where families can benefit from the counseling services depending on the need as determined by staff or North School Student Success Team.

RATIONALE: North School is a Title 1 school with 70% of students from a Latino background. Many are second language learners and they as well as their families must adapt to a new culture. In addition, over 54% of our students receive free or reduced food services indicting a lack of economic resources. We have a high number of multiple families living together, grandparents raising grandchildren and single parent families. These factors directly influence student behavior as well as academic success. This agenda item supports Strategic Goal #4 Developing the Whole Student and Strategic Goal #5 Partnerships.

FUNDING: 120 hours, not to exceed \$7,500. Paid from School Site Categorical funds – SIP, Title 1 and EIA.

RECOMMENDATION: Approve Service Agreement for Tracy Mental Health Center for the 2006-07 School Year.

Prepared by: Frederick A. Medina, North School Principal

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Tracy Mental Health Center, 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:

a) Provide 2 hours of student/ family counseling 2 days a week on a regular scheduled basis at North School and if requested

b) Provide 1 hour in the evening of student / family counseling on an as needed basis for North School.

c) Counselor will be bilingual providing Spanish / English counseling when required.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of one hundred and twenty hours, under the terms of this agreement at the following locations: North School, 2875 Holly, Tracy CA and if requested Tracy Mental Health, 35 E. 10th Street #K1 Drive, Tracy CA, 95376.

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

a. District shall pay \$60.00 per **SESSION**, not to exceed a total of seven thousand-five hundred dollars (\$7,500.00). Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

c. District shall make payment on a [X] **MONTHLY PROGRESS BASIS**, and within thirty (30) working days from Contractor's presentation of a detailed invoice documenting counseling sessions.

4. The terms of the agreement shall commence on November 1, 2006, and shall terminate on June 26, 2007.

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

6. Contractor shall contact the District's designee, Frederick A. Medina at (209) 831-5272 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Tracy Unified School District

Date

Title

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Sheila Harrison, Assistant Superintendent for Educational Services
DATE: September 27, 2006
SUBJECT: Ratify Contract with San Joaquin County Office of Education to Provide Workshops on "Structures and Strategies for ELL Students" for 2006/2007 School Year

BACKGROUND: The District continues to be a Program Improvement District due to the fact that the English Learner subgroup has not met the AYP (Adequate Yearly Progress) target for English Language Arts. English Language Learners comprise 20% of the District's population and the diversity of languages continues to increase. The request to ratify this agenda item is due to the transition of personnel in the Director of Curriculum, Accountability and Continuous Improvement.

RATIONALE: The San Joaquin County Office of Education Office of Multilingual Education, under the direction of Claudia Lockwood, worked with the District to provide ELL Structures and Strategies training to over 200 K-8 teachers during 2005/2006 school year. However, not all teachers had the opportunity to attend. The workshops offered during the 2006/07 school year will allow additional teachers to attend, including teachers at the high school level who were not included in the training last year. This program supports Strategic Goal #2: "Create a Quality and Effective Learning Environment for All Students."

FUNDING: The cost of \$30,000 will be paid from District Immigrant Grant funds.

RECOMMENDATION: Ratify Contract with San Joaquin County Office of Education to Provide Workshops on "Structures and Strategies for ELL Students" for 2006/2007 School Year.

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

TRACY SCHOOL DISTRICT

315 East Eleventh Street, California 95376-4095

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Tracy School District, hereinafter referred to as "District," and

San Joaquin County Office of Education, 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: present 60 workshops (2 per day) during the 2006-07

School year on "Structures and Strategies for ELL Learners."

2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of thirty (30) HOURS(DAY(s)) (circle one), under the terms of this agreement at the following location Tracy Unified School District

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

a. District shall pay \$ 1,000.00 per HOUR(DAY)FLAT RATE (circle one), not to exceed a total of \$ 30,000.00 Contractor shall only be paid for work completed to the satisfaction of District 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 \$ -0- for the term of this agreement.

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

4. The term of this agreement shall commence on August 29, 2006, and shall terminate on June 30, 2007

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

6. Contractor shall contact the District's designee, Carol Anderson-Woo at (209) 830 - 3275, with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, 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 person or persons who are not parties to this Agreement except for employees of

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

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 to the conduct of his or her business.

AGREED:


 Consultant Signature (1)

San Joaquin County Office of Education

Social Security Number (2)

September 21, 2006

Date

Director/Multilingual

Title

P.O. Box 213030

Address

Stockton, CA 95213-9030

Tracy School District

September 21, 2006

Date

Dir. of Curriculum, Accountability & Cont. Improvement

Title

01-4201-0-1110-1000-5800-800-2744

Account Number to be Charged



Department/Site Approval

Budget Approval

Date Approved by the Board

Send All Copies To The Business Office.

1. Whenever organizational names are used, the authorized signature must include 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.



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources *JM*
DATE: October 10, 2006
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Hawkins, Lynn

Strube, Sam

MANAGEMENT

Assistant Principal
Tracy High School
Range 48, Step A \$359.97 per day
Funding: General Fund

Assistant Principal
Williams Middle School
Range 45, Step B \$359.35 per day
Funding: General Fund

BACKGROUND:

Burns, Heather

Kuchinsky-Trejo, Terry

LaFrate, Patricia

CERTIFICATED

1st Grade/Yellow Track
George Kelly School
Class II, Step 1 \$40,276
Funding: General Fund

SDC Preschool
McKinley
Class II, step 1 \$40,276
Funding: Special Education

7th Core/Green Track
North
Class I, Step 1 \$40,276
Funding: General Fund

BACKGROUND:

Aguilar, Maria

Arias, Fernando

Cruz, Abel

Diaz, Susan

Fehrenbacher, Mary

Guzman, Rosario

Hambleton, Christina

Ledezma, Lori

CLASSIFIED

Food Service Worker (Replacement)

Tracy High School

3 hours per day

Range 22, Step B - \$11.37 per hour

Funding: Child Nutrition – School Program

Bus Driver/Custodian (Replacement)

Transportation/Maintenance and Operations

8 hours per day

Range 36, Step A - \$15.02 per hour + ND

Funding: General Fund 50% & Transportation-
Special Ed 50%

Bus Driver/Custodian (New)

Transportation/Maintenance and Operations

8 hours per day

Range 36, Step A - \$15.02 per hour

Funding: General Fund 50% & Transportation –
Home to School 50%

Clerk Typist I (New)

West High School

4 hours per day

Range 23, Step C - \$12.21 per hour

Funding: General Fund

Special Ed Para Educator I (Replacement)

Williams Middle School

6 hours per day

Range 24, Step E - \$13.70 per hour

Funding: Special Education

Food Service Worker (Replacement)

Williams Middle School

7 hours per day

Range 22, Step E - \$13.06 per hour

Funding: Child Nutrition – School Program

Para Educator I (New)

Art Freiler School

4 hours per day/ 4 days per week

Range 24, Step A - \$11.37 per hour

Funding: EIA

Para Educator I (Replacement)

Central Elementary School

3.75 hours per day

Range 24, Step A - \$11.37 per hour

Funding: EIA

Outland, Carol

Special Ed Para Educator I (Replacement)
Hirsch (Side By Side Preschool)
4 hours per day
Range 24, Step B - \$11.91 per hour
Funding: Special Ed IDEA Grant 20% and Special
Ed IDEA Preschool 80%

Ramos, Belem

Elementary Attendance Clerk (Replacement)
North School
8 hours per day
Range 28, Step A - \$12.48 per hour
Funding: General Fund

BACKGROUND

Sausau, Alex

COACHES

Assistant Varsity Football Coach (Replacement)
West High School
Stipend: \$4,046.64

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: James Mousalimas, Assist. Supt. of Human Resources



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources *JM*
DATE: October 10, 2006
SUBJECT: Accept the Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Pineda, Mary 7 th Core	North	September 22, 2006	Personal

CLASSIFIED RESIGNATIONS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Biscevic, Maggie Para Educator I	Central School	09/08/06	None Given
Blades, Jodi Custodian I	George Kelly	09/11/06	Personal
Coletto, Edelwina Media Technician	Art Freiler	09/29/06	Personal
Shaar, Sarah Special Ed Para Educator I	McKinley	09/29/06	Personal

CLASSIFIED RETIREMENTS

Ramos, Virginia Custodian I	West High School	10/01/2006
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RECOMMENDATION: Accept the Resignations/Retirements/Leaves of Absence for
Certificated, Classified and/or Management Employees

Prepared by: James Mousalimas, Assist. Supt. of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent *JM*
DATE: September 29, 2006
SUBJECT: Approve Service Agreement with Tina Afan (West High)
for the 2006-2007 Girls' Varsity Basketball Season

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

Rationale: West High School would like to contract the services of its current volunteer volleyball coach to assist the head coach. Tina Afan is uniquely qualified to assist and enhance the basketball program at West High School. Tina Afan has extensive basketball experience as a player and also as a coach. The experience and enthusiasm she brings to the players will ensure the overall success and safety of the program. Her duties will consist of assisting with daily practice, scouting, and driving the District vans to tournaments.

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

Funding: Expenses for the contracted basketball coach will be paid by the District. The District will be reimbursed for this expense, paid out of the West High School ASB account. Expenses will be paid at a flat rate of \$1,500 and will not exceed \$1,500 for the 2006-07 basketball season.

Recommendation: Approve Service Agreement with Tina Afan (West High) for the 2006-2007 Girls' Varsity Basketball Season

Prepared by: James Mousalimas

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 Tina Afan, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Assistant coach for the West High Girls Varsity Basketball Team

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 100 (1) **HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location Merrill West High

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

a. District shall pay \$ 1500 per **HOUR/DAY/FLAT RATE** (circle one), not to exceed a total of \$ 1500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on November 10th 2006, and shall terminate on February 15th 2007

5. This agreement may be terminated at any time during the term by either party upon _____ day's written notice.

6. Contractor shall contact the District's designee, Steve Thornton at (209) 831-5430 X 320 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)
6
Social Security Number (2)
9/22/06
Date
ASSISTANT COACH
Title
?
Address
LIVERMORE, CA 94550


Tracy Unified School District
Date
Title
ASB
Account Number to be Charged
WHS Athletics
Department/Site Approval
Budget Approval
Date Approved by the Board

Send all copies to the Business Office:



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: C. Goodall, Assistant Superintendent for Business

Date: September 19, 2006

SUBJECT: Approve Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 45

Background: In August of 2004, the Governmental Accounting Standards Board (GASB) issued Statement Number 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, which addressed how state and local governments should account for and report their costs and obligations related to postemployment healthcare and other nonpension benefits. Collectively, these benefits are commonly referred to as other postemployment benefits, or OPEB, and the statement is commonly referred to as "GASB 45."

The GASB is the independent, not-for-profit organization formed in 1984 that establishes and improves financial accounting and reporting standards for state and local governments. Its seven members are drawn from the Board's diverse constituency, including preparers and auditors of government financial statements, users of those statements and members of the academic community.

GASB 45 generally requires that state and local governmental employers account for and report the annual cost of OPEB and the outstanding obligations and commitments related to OPEB in essentially the same manner as they currently do for pensions. Annual OPEB cost for most employers will be based on actuarially determined amounts that, if paid on an ongoing basis, generally would provide sufficient resources to pay benefits as they come due. The provisions of Statement 45 may be applied prospectively and do not require governments to fund their OPEB plans. An employer may establish its OPEB liability at zero as of the beginning of the initial year of implementation; however, the unfunded actuarial liability is required to be amortized over future periods.

Statement 45 also establishes disclosure requirements for information about the plans in which an employer participates, the funding policy followed, the actuarial valuation

process and assumptions, and, for certain employers, the extent to which the plan has been funded over time.

Like most other state and local governmental agencies, Tracy Unified has followed a “pay-as-you-go” accounting approach in which the cost of benefits is not reported until after employees retire. According the GASB 45 approach, this approach is not comprehensive—only revealing a limited amount of data and failing to account for costs and obligations incurred as governments receive employee services each year for which they have promised future benefit payments in exchange. Tracy Unified School District is required to implement the provisions of GASB 45 on July 1, 2008.

Implementation of GASB 45 will report, for the first time, annual OPEB cost and their unfunded actuarial accrued liabilities for past service costs. Theoretically, this will foster improved accountability and a better foundation for informed policy decisions about, for example, the level and types of benefits provided and potential methods of financing those benefits. The Standard also:

- Results in reporting the estimated cost of the benefits as expense each year *during the years that employees are providing services* to the government and its constituents in exchange for those benefits.
- Provides, to the diverse users of a government’s financial reports, more accurate information about the *total cost of the services* that a government provides to its constituents.
- Clarifies whether the amount a government has paid or contributed for OPEB during the report year has covered its annual OPEB cost. Generally, the more of its annual OPEB cost that a government chooses to defer, the higher will be (a) its unfunded actuarial accrued liability and (b) the cash flow demands on the government and its tax or rate payers in future years.
- Provides better information to report users about a government’s *unfunded actuarial accrued liabilities* (the difference between a government’s total obligation for OPEB and any assets it has set aside for financing the benefits) and changes in the *funded status of the benefits* over time.

Some common misconceptions of GASB 45 include:

- That it requires governments to fund OPEB. Statement 45 establishes standards for *accounting and financial reporting*. How a government actually finances benefits is a policy decision made by government officials. The objective of Statement 45 is to more accurately reflect the financial effects of OPEB transactions, including the amounts paid or contributed by the government, whatever those amounts may be.
- That it requires immediate reporting of a financial-statement liability for the entire unfunded actuarial accrued liability. Statement 45 does not require immediate recognition of the unfunded actuarial accrued liability (UAAL) as a financial-statement liability. The requirements regarding the reporting of an OPEB liability on the face of the financial statements work as follows:

- Governments may apply Statement 45 prospectively. At the beginning of the year of implementation, nearly all governments will start with zero financial-statement liability.
- From that point forward, a government will accumulate a liability called the *net OPEB obligation*, if and to the extent its actual OPEB contributions are less than its annual OPEB cost, or expense.
- The net OPEB obligation (not the same as the UAAL) will increase rapidly over time if, for example, a government's OPEB financing policy is pay-as-you-go, and the amounts paid for current premiums are much less than the annual OPEB cost.
- Statement 45 does, however, also require the *disclosure* of information about the *funded status* of the plan, including the UAAL, in the notes to the financial statements—and the presentation of multi-year funding progress trend information as a required supplementary schedule.
- That it requires governments to report "future costs" for OPEB. It is misleading and incorrect to describe accrual accounting for OPEB as requiring the expensing of "future costs." From an accrual accounting standpoint (the basis of accounting required for all transactions in the government-wide financial statements), the reported expenses relate entirely to transactions (exchanges of employee services for the promised future benefits) that *already have occurred*. Statement 45 requires governments to report costs and obligations incurred as a consequence of receiving employee services, for which benefits are owed in exchange. The *normal cost* component of annual expense is the portion of the present value of estimated total benefits that is attributed to services received in the current year. The annual expense also includes an amortization component representing a portion of the UAAL, which relates to past service costs. Estimated benefit costs associated with *projected future years of service* are *not reported*.

Rationale: The first step in preparing to implement GASB 45 is to conduct an actuarial study. Total Compensation Systems, Inc. is a health actuarial consulting firm specializing in California public school employers. Their services have been utilized by the San Joaquin County Office of Education, who have recommended them to TUSD.

Funding: Not to exceed \$9,750. To be funded from the District Audit account.

Recommendation: Approve Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 45

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 Total Compensation Systems, Inc., 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: complete actuarial study in support of GASB 45.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of no limitation HOURS/DAY(s) (circle one), under the terms of this agreement at the following location Tracy Unified School District
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$6,800 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$9,750. 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 October 11, ²⁰⁰⁶~~2003~~, and shall terminate on June 30, 2004-2007.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Reed Call at (209) 830-3200 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Tracy Unified School District

Date

Title

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

September 7, 2006

Reed Call
Tracy Unified School District
1875 West Lowell Avenue
Tracy, CA 95376-4095

Dear Mr. Call,

Thank you for giving us an opportunity to provide a proposal for GASB 43/45 actuarial services. TCS is a health actuarial consulting firm specializing in California public school employers. We have completed one or more retiree health valuations for more than 200 California LEA's. (I am attaching a list of our public employer GASB 43/45 clients.

Because of our extensive experience, we are able to quote guaranteed fixed fees for comprehensive services. Our fee would be \$6,800. Any required meetings would be billed at an additional fixed fee of \$1,450 which includes all travel time, travel expenses and meeting preparation. This study would be done on a basis to show the potential impact of upcoming GASB accounting standards 43 and 45.

Attached is a list of California school district clients for which I have personally provided retiree health valuation services. I hold the following professional designations: Fellow of the Society of Actuaries, Member of the American Academy of Actuaries and Fellow of the Conference of Consulting Actuaries.

Our comprehensive valuation would include the following items.

- ◆ A ten year projection of the cash outlay to pay for retiree health benefits.
- ◆ An estimate of the "accrual cost" - i.e. the value of retiree health benefits earned by active employees in the current year.
- ◆ An estimate of the unfunded accrued liability - i.e. the cumulative value of earned benefits for both active employees and retirees.
- ◆ Payments that would be required to amortize the unfunded past service liability over 20 or 30 years (the maximum that will be allowed by GASB).
- ◆ A discussion of actuarial methods and assumptions.
- ◆ Appendices to assist the District in complying with applicable GASB accounting standards.
- ◆ Other information including a glossary, demographic summary, etc.

- ◆ Cost and liability estimates would be separated between Pre-65 and Post-65 retiree benefits, if applicable.
- ◆ Cost and liability estimates would be separated between active employees and current retirees.
- ◆ Cost and liability estimates would be separated between up to four employee classifications.

To begin a study, we would need several things. First, we need a description of benefit eligibility which can be provided via relevant sections of bargaining agreements or Board policy. Second, we would need information about the cost of retiree benefits. Third, we would need to know the amount and “as of” date for any reserves held explicitly for retiree health benefits.

As far as demographic information, attached are data elements that are typically required to complete a study. We prefer data on IBM-PC compatible diskette (or E-mail) but will accept data on other media and will convert at our own expense.

Please let me know if you have any questions about the above or about retiree health benefits, in general.

Sincerely,

Geoffrey L. Kischuk, FSA, FCA, MAAA
Consultant
Total Compensation Systems, Inc.
(805)496-1700

DATA NEEDED TO COMPLETE RETIREE HEALTH VALUATION:

Following are the data elements we need to perform the retiree health valuation. It is OK to send data for active employees and retirees separately as long as the data is "as of" the same date. If possible, the data should be sent on IBM-PC compatible diskette in a standard file format (e.g. ASCII text, Excel, DBF, Access, etc).

Please note the following. We recognize that all data is sensitive and confidential and we take steps to safeguard the privacy of that data. Should a client be reluctant to provide SSN's, we can work without it, but we have sometimes encountered difficulty resolving data issues in cases where SSN's were not provided

Active Employees:

- Social Security Number (or other unique identifying info)
- Date of Birth
- Sex
- Hire Date
- % FTE Indicator
- Employee Classification/Bargaining Unit

Retired Employees:

- Social Security Number (or other unique identifying info)
- Date of Birth
- Sex
- Retirement Date (if available)
- Employee Classification/Bargaining Unit
- District Contributions for retiree health benefits or enrolled plan (if available)

NOTE: Please only include records for retirees who receive medical and/or dental benefits or indicate in the record whether and which benefits a retiree has.

TCS Actuarial Clients

Following is a list of California public employers for which we have performed retiree health valuation services.

ABC Unified School District	Colfax Elementary School District
Acalanes Union High School District	College of Marin
Albany Unified School District	College of the Desert
Allan Hancock Joint Community College District	College of the Redwoods
Alvord Unified School District	College of the Sequoias
Amador County Unified School District	College of the Siskiyous
Anaheim Union High School District	Colton Joint Unified School District
Antelope Valley Community College District	Community Development Commission of the County of Los Angeles
Antelope Valley – East Kern Water Agency	Compton Community College District
Arcadia Unified School District	Conejo Valley Unified School District
Arcata Elementary School District	Contra Costa County Office of Education
Arcohe Union School District	Contra Costa Special Education Local Plan Area
Banning Unified School District	Corning Union Elementary School District
Banta Elementary School District	Corona-Norco Unified School District
Barstow Community College District	Culver City Unified School District
Brawley Elementary School District	Delano Union Elementary School District
Burbank Unified School District	Durham Unified School District
Butte Valley Unified School District	East Side Union High School District
Butte - Glenn Community College District	East Whittier City School District
Cabrillo Community College District	Eastside Union School District
Calistoga Joint Unified School District	Eden Area ROP
Capistrano Unified School District	El Camino Community College District
Castaic Union School District	El Segundo Unified School District
Castro Valley Unified School District	Elk Grove Unified School District
Central Elementary School District	Etiwanda School District
Chabot-Las Positas Community College District	Eureka City Schools
Chaffey College	Evergreen Elementary School District
Charter Oak Unified School District	Fairfax School District
Citrus Community College District	Feather River Community College District
City of Downey	Fountain Valley School District
City of Folsom	Fowler Unified School District
City of Garden Grove	Fremont Unified School District
City of Industry	Fremont Union High School District
City of Modesto	Fresno Unified School District
City of Monrovia	Fullerton Joint Union High School District
City of Palm Springs	Gavilan Joint Community College District
City of Rialto	Glendale Community College District
City of San Pablo	Grant Joint Union High School District
City of Simi Valley	Grenada Elementary School District
City of Sparks	Happy Camp Union Elementary School District
Clovis Unified School District	Hemet Unified School District
Coachella Valley Unified School District	Hillsborough City School District
Coast Community College	Humboldt County Office of Education
Coastline ROP	Jefferson Elementary School District – San Joaquin

Jefferson Elementary School District – San Mateo
 Jefferson Union High School District
 Kelseyville Unified School District
 Kerman Unified School District
 Kern Community College District
 Kernville Union School District
 Kings County Office of Education
 Konocti Unified School District
 Lake County Office of Education
 Lake Elsinore Unified School District
 Lakeport Unified School District
 Lancaster School District
 Las Lomitas Elementary School District
 Las Virgenes Municipal Water District
 Las Virgenes Unified School District
 Lassen County Office of Education
 Le Grand Union Elementary School District
 Le Grand Union High School District
 Lincoln Unified School District
 Live Oak School District
 Loomis Union School District
 Los Gatos – Saratoga Joint Union High School District
 Los Gatos Union School District
 Lucerne Elementary School District
 Madera County Office of Education
 McKinleyville Union School District
 Mendocino – Lake Community College District
 Menlo Park City Elementary School District
 Merced City School District
 Merced Community College District
 Merced County Office of Education
 Merced Union High School District
 Mid Peninsula Open Space District
 Mid Placer Public Schools Transportation Authority
 Middleton Unified School District
 Milpitas Unified School District
 Monterey Peninsula Community College District
 Monterey Peninsula Unified School District
 Moorpark Unified School District
 Mount Pleasant Elementary School District
 Mount San Antonio Community College District
 Mount San Jacinto Community College District
 Mount Shasta Union School District
 Muroc Joint School District
 Natomas Unified School District
 Nevada Joint Union High School District
 New Hope Elementary School District
 Newcastle Elementary School District


North Orange County Community College District
 North Sacramento Elementary School District
 Norwalk – La Mirada Unified School District
 Oakland Unified School District
 Oakley Union School District
 Oceanside Unified School District
 Ontario- Montclair School District
 Orcutt Union School District
 Oxnard Elementary School District
 Oxnard Union High School District
 Pajaro Valley Unified School District
 Palm Springs Unified School District
 Palmdale School District
 Palo Alto Unified School District
 Palomar Community College District
 Palos Verdes Peninsula Unified School District
 Pasadena Area Community College District
 Paso Robles Public Schools
 Placer County Office of Education
 Planada School District
 Pleasant Valley School District
 Plumas Unified School District
 Rancho Santiago Community College District
 Redlands Unified School District
 Rialto Unified School District
 Richfield Elementary School District
 Rio Hondo Community College District
 Rio School District
 Riverside Community College District
 Riverside Transit Agency
 Robla School District
 Rocklin Unified School District
 Romoland School District
 Ross Elementary School District
 Rowland Unified School District
 Sacramento City School District
 San Benito County Office of Education
 San Bruno Park School District
 San Francisco Community College District
 San Francisco Unified School District
 San Joaquin County Office of Education
 San Joaquin Delta Community College District
 San Jose/Evergreen Community College District
 San Juan Unified School District
 San Lorenzo Valley Unified School District
 San Luis Obispo County Superintendent of Schools
 San Mateo - Foster City School District
 Santa Ana Unified School District

Santa Clarita Community College District
Santa Cruz City Schools
Santa Cruz County Office of Education
Santa Monica – Malibu Unified School District
Saugus Union School District
Savanna Elementary School District
Scotts Valley Unified School District
Shasta County Office of Education
Simi Valley Unified School District
Siskiyou County Superintendent of Schools Office
Siskiyou Union High School District
Solano County Community College District
Soledad Unified School District
Soquel Union Elementary School District
South Fork Union School District
South Orange County Community College District
Southwestern Community College District
St. Helena Unified School District
Sunnyvale Elementary School District
Sutter County Office of Education
Sylvan Union Elementary School District
Tahoe-Truckee Unified School District
Temple City Unified School District
Torrance Unified School District
Truckee Sanitary District
Trust for Retirees of Associated California Schools
Upper Lake Union Elementary School District
Upper Lake Union High School District
Val Verde Unified School District
Ventura County Community College District
Victor Valley Union High School District
Washington Union School District
Weed Union Elementary School District
West Hills Community College District
West Kern Community College District
Western Placer Unified School District
Westside Union School District
William S. Hart Union High School District
Wilsona School District
Woodland Joint Unified School District
Yosemite Community College District
Yreka Union Elementary School District
Yreka Union High School District
Yuba Community College District



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From:  J. Goodall, Assistant Superintendent for Business

Date: September 27, 2006

SUBJECT: Approve Use of \$150,000 to Initiate Heating, Ventilation, Air Conditioning Preventive Maintenance Program

Background: Tracy Unified School District operates approximately 1,500 Heating, Ventilation, and Air Conditioning (HVAC) components. This equipment represent over seventy different models, each requiring different repair parts and techniques. To operate efficiently and effectively, each of these units requires routine preventive maintenance, which should include monthly filter changes, and periodic cleaning of coils, greasing and checking belts, and conducting minor repairs. In addition to these routine and minor tasks, the equipment often requires major repairs to repair failures or problems.

Preventive maintenance is the care and servicing by personnel for the purpose of maintaining equipment and facilities in satisfactory operating condition by providing for systematic inspection, detection, and correction of incipient failures either before they occur or before they develop into major defects. This type of maintenance includes tests, measurements, adjustments, and parts replacement, performed specifically to prevent faults from occurring and to predict failures which are likely to occur. The phrase 'preventive maintenance' is used to differentiate from maintenance that is performed to fix a problem after it has occurred.

The district currently employs two HVAC Technicians who monitor the operation of HVAC equipment and conduct major repairs. In addition to this work, these technicians repair electrical equipment and alarm systems. Two additional employees, working within the job description of custodians, spend full time completing a monthly cycle of filter replacement. The current system does not include a plan to conduct routine preventive maintenance on HVAC equipment. Additionally, major repairs preclude the two HVAC technicians from completing the myriad minor repairs inherent in operation of so many pieces of equipment.

Rationale: The district has set a goal to have 98% of all HVAC equipment operational, and 100% of all non-operational equipment to be repaired within twenty-four hours. Yet, with such a large and varied set of equipment, existing staff members do not have time within the school year to conduct the routine preventive maintenance to minimize failures, nor is their adequate technically skilled staff to respond to all failures within twenty-four hours.

One potential solution to this problem is to add permanent staff. However, the number of staff required, and the specific duties required of each employee to reach the stated goals are not yet known. Some period of experimentation is required to fully understand how a system of preventive maintenance would impact the system already in place. Such an experiment could be conducted using one time funds.

Two current qualified district employees, who are certified by the EPA for use of refrigerant, would be upgraded to HVAC technician to supplement the existing filter crew. Substitutes would replace them in their current positions. This would allow two crews to operate separately. Each team would be responsible for replacing 75 filters per day, conduct preventive maintenance on 15 HVAC units per day, and conduct four hours of minor repairs per day. Since units have not routinely received this type of maintenance, the first cycle of maintenance would likely take substantially longer than subsequent cycles. These crews would also collect daily information to measure success toward the stated goals. This would ensure monthly replacement of all filters and semi-annual preventive maintenance on every unit.

Funding: \$120,000 is the estimated cost of upgrading two employees and hiring substitutes for replacements. \$30,000 is the estimated cost to purchase equipment to keep two preventive maintenance crews operating efficiently.

Recommendation: Approve Use of \$150,000 to Initiate Heating, Ventilation, Air Conditioning Preventive Maintenance Program



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Assistant Superintendent for Business
DATE: September 28, 2006
SUBJECT: Adopt Resolution 06-15 to Support the State Bond Measure Proposition 1D

BACKGROUND: The State's School Facilities Program (SFP) provides matching State funds for new construction and modernization projects. State funding for school district projects comes exclusively from statewide general obligation bonds as approved by the voters of California. Several statewide bond measures have passed following the legislation that created the SFP. The first funding from the program was approved with Proposition 1A in November 1998. That bond contained \$6.7 billion for K-12 public school facilities. The second funding for the program is from Proposition 47, approved in November 2002. It was a \$13.2 billion bond, and was the largest school bond in the history of the State. It contained \$11.4 billion for K-12 school facilities. The third funding for the program was Proposition 55 that was approved in March, 2004 for \$12 billion and contained \$10 billion for K-12 public school facilities.

The majority of State bond funds are designated for modernization and new construction. Minor amounts are designated for other programs which include charter school facilities, joint use facilities and critically over crowded schools. At this time, the State has depleted all bond funds designated for modernization projects. They are currently approving modernization projects on an "unfunded" basis.

RATIONALE: Tracy Unified School District incorporated matching State funds from the SFP program to finance the projects included in the Measure E Bond. The State has approximately \$2.5 billion available in new construction funds that should extend far enough to fund our new construction projects which include the new West Building and classrooms planned to be added at West High School. However, unless Proposition 1D passes, approximately \$8 million in funding necessary for the Tracy High School modernization project will not be available until the next State bond measure, assuming it passes in 2008. Proposition 1D will also provide TUSD with certainty that adequate funds will be available for all our new construction projects.

FUNDING: No funding implications

RECOMMENDATION: Adopt Resolution to Support the State Bond Measure Proposition 1D

Prepared by: Denise Wakefield, Director of Facilities



TRACY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 06-15

RESOLUTION BY THE TRACY UNIFIED SCHOOL DISTRICT BOARD IN SUPPORT OF THE STATE BOND MEASURE PROPOSITION 1D

WHEREAS, Proposition 1D is an investment in our schools, in our children and in California's future; and

WHEREAS, Providing a quality education for our kids is the most important thing we can do to invest in their future; and

WHEREAS, The best way to grow our economy and create good-paying jobs is to create world-class public schools — with adequate educational facilities — that give our students the skills they need to succeed in the workforce; and

WHEREAS, For every dollar California invests to get students in and through college, the state's economy receives a \$3 net return on that investment; and

WHEREAS, Proposition 1D provides over \$7 billion for Kindergarten through 12th grade education and an additional \$3 billion for Higher Education; and

WHEREAS, California's community colleges and state universities (UC and CSU) continue to grow exponentially – with community colleges providing instruction to over 2 million students every year and California's universities expected to grow to accommodate nearly 650,000 students – we need to provide funding to modernize and upgrade teaching and research facilities to remain competitive with other states; and

WHEREAS, Proposition 1D will help pay for wiring classrooms and providing 21st Century technology, and builds vocational education facilities so that all students are given the skills they need to get a job and succeed in life; and

WHEREAS, Proposition 1D will relieve overcrowding, help reduce class sizes and give students a real opportunity to learn; and

WHEREAS, more than 60 percent of California's schools are 25 years of age or older and require major repairs; and

WHEREAS, Proposition 1D allocates funds to retrofit and upgrade our schools and colleges to ensure they can withstand the impact of natural disasters like earthquakes; and

WHEREAS, Proposition 1D includes funding directed at our kids' safety, including school security, playground safety, removal of asbestos and replacing leaky and dangerous roofs; and

WHEREAS, Proposition 1D provides strict accountability to ensure that the money is spent properly; and

WHEREAS, Proposition 1D will be subjected to independent audits, and misusing them is a crime, punishable by time in jail. This information will be made available to the public so taxpayers can ensure their money is spent properly and will NOT go to waste; and

WHEREAS, Proposition 1D is so important for California's future that both candidates for Governor, Phil Angelides and Arnold Schwarzenegger, as well as a bipartisan majority of the Legislature, support the measure.

THEREFORE BE IT RESOLVED the Board of Trustees Tracy Unified School District supports Proposition 1D on the November 7, 2006 ballot.

PASSED AND ADOPTED by the Board of Trustees of the Tracy School District, County of San Joaquin, State of California this 10th day of October, 2006 by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

Gerard Machado
President, Board of Trustees



HUMAN RESOURCES MEMORANDUM

To: James Franco, Superintendent
From: James Mousalimas, Assist. Supt. of Human Resources *Jm*
Date: September 28, 2006
Subject: Adopt Resolution #06-14 for a Reduction in Classified Staff Due to Lack of Work/Lack of Funds

BACKGROUND: At the Board Meeting on September 12, 2006 the job description for Site Supervisor – Early Child Care and Development Center was approved. The STEPS program currently has an Early Child Care and Development Center and employs six Para Educator II's. In order to meet state pre-school guidelines and to better staff the STEPS program, a Site Supervisor needs to be hired. The STEPS budget cannot support another position. Therefore, current positions must be eliminated in order to fund the new Site Supervisor position. In order to implement this reduction, the attached resolution must be adopted.

RATIONALE: Reduction in Classified staff is needed due to the lack of work/lack of funds in the STEPS program.

RECOMMENDATION: Adopt Resolution #06-14 for a Reduction in Classified Staff Due to Lack of Work/Lack of Funds.

Prepared by: James Mousalimas – Assistant Supt. for Human Resources



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 06-14**

**RESOLUTION FOR A REDUCTION IN CLASSIFIED STAFF DUE TO
LACK OF WORK/LACK OF FUNDS**

WHEREAS, the Governing Board of the Tracy Unified School District has determined that it shall be necessary to reduce the following positions in the District not later than November 27, 2006 due to lack of work/lack of funds:

Para Educator II position in the STEPS program - 7 hour/10 month eliminated (Cal-Safe Grant)

Para Educator II position in the STEPS program – 6 hour/10 month reduced to 4 hour/ 10 month position (Cal-Safe Grant)

NOW, THEREFORE, BE IT RESOLVED that it shall be necessary to layoff one Classified employee and reduce the work year for one Classified employee, as shown above, effective November 27, 2006 as a result of lack of work/lack of funds. The Superintendent or his designated representative is directed to take all appropriate action needed, including the sending of appropriate notices to all employees whose positions shall be affected by virtue of this action.

ADOPTED by the Governing Board of Tracy Unified School District on October 10, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**Gerard Machado, President
Board of Education
Tracy Unified School District**

**James Vaughn, Clerk
Board of Education
Tracy Unified School District**

