

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

**DATE: TUESDAY, AUGUST 10, 2010**

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

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

**AGENDA**

1. **Call to Order**
2. **Roll Call – Establish Quorum**  
Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, B. Swenson, J. Vaughn.  
Staff: J. Franco, C. Goodall, S. Harrison and B. Etcheverry.
3. **Closed Session:** Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.
  - 3.1 **Administrative & Business Services:**
    - 3.1.1 Conference with Legal Counsel  
Anticipated Litigation (G.C. 54956.9(b))  
Number of Potential Cases: 1(one)
  - 3.2 **Educational Services:**
    - 3.2.1 Application for Reinstatement AR#09-10/49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain \_\_\_.
  - 3.3 **Human Resources:**
    - 3.3.1 Consider Leave of Absence Requests for Certificated Employees #UC-711, #UC-712, #UC-713, #UC-714, #UC-715, and #UC-716,  
Pursuant to Article XX
    - 3.3.2 Consider Public Employee/Employment/Discipline/Dismissal/Release  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain \_\_\_.
    - 3.3.3 Conference with Labor Negotiator  
Agency Negotiator: Sheila Harrison  
Assistant Superintendent of Educational Services & Human Resources  
Employee Organization: CSEA, TEA
4. **Adjourn to Open Session**

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

Pg. No.

6. **Closed Session Issues:**

6a Report Out of Action Taken on Application for Reinstatement AR#09-10/49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62

Action: Vote: Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_

6b Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees #UC-711, #UC-712, #UC-713, #UC-714, #UC-715, and #UC-716, Pursuant to Article XX

Action: Vote: Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_

7. **Approve Regular Minutes of June 22, 2010.**

1-8

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

8. **Administer Oath of Office:** Jill Costa

9. **Student Representative Reports:** None.

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

9.1 Recognize Manjot Bagri for Being Selected as a Scholar in the National Institute of Health Undergraduate Scholarship Program.

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

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

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

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

11.1 **Administrative & Business Services:**

11.1.1 Receive Report on Staffing

**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:**

- |               |  |              |
|---------------|--|--------------|
| <b>13.1.1</b> | Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda  | <b>10-12</b> |
| <b>13.1.2</b> | Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda  | <b>13-14</b> |
| <b>13.1.3</b> | Approve Payroll Reports for April-June, 2010   | <b>15-39</b> |
| <b>13.1.4</b> | Approve Revolving Cash Fund Reports for May-June, 2010   | <b>40-42</b> |
| <b>13.1.5</b> | Approve Monthly Budget Adjustment Report for May-June, 2010  | <b>43-51</b> |
| <b>13.1.6</b> | Approve Accounts Payable Warrants Report for May-June, 2010<br>(Separate Cover Item)   | <b>52</b>    |
| <b>13.1.7</b> | Accept the Generous Donations from the Various Individuals, Businesses and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District | <b>53-54</b> |
| <b>13.1.8</b> | Approve Assembly Vendors and Site Assembly Utilization Calendars   | <b>55-57</b> |

**13.2 Educational Services:**

- |                |   |                |
|----------------|---|----------------|
| <b>13.2.1</b>  | Ratify Contract with Carol Lehman, M.S. CCG - SLP   | <b>58-60</b>   |
| <b>13.2.2</b>  | Ratify Master Contract with NPS, Spectrum Center, Inc.  | <b>61-71</b>   |
| <b>13.2.3</b>  | Ratify Master Contract and Individual Service Agreement with South San Joaquin Education Center   | <b>72-95</b>   |
| <b>13.2.4</b>  | Ratify Contract with Cheryl Markowitz of Psychology, Learning and You (PLAY) for Autism Consultation  | <b>96-98</b>   |
| <b>13.2.5</b>  | Ratify Contract with Lisa Balogh, OTR/L for Occupational Therapy Services   | <b>99-101</b>  |
| <b>13.2.6</b>  | Ratify Master Contract and Individual Services Agreement with North Valley School, Inc.   | <b>102-125</b> |
| <b>13.2.7</b>  | Ratify Master Contract and Individual Services Agreement with Tobinworld II, NPS  | <b>126-149</b> |
| <b>13.2.8</b>  | Ratify Master Contract and Individual Services Agreement with Children's Home of Stockton, NPS  | <b>150-173</b> |
| <b>13.2.9</b>  | Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at John C. Kimball High School | <b>174-177</b> |
| <b>13.2.10</b> | Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for Quarter Ending July 15, 2010  | <b>178-179</b> |

**13.3 Human Resources:**

- |               |  |                |
|---------------|--|----------------|
| <b>13.3.1</b> | Approve Classified, Certificated and/or Management Employment  | <b>180-187</b> |
| <b>13.3.2</b> | Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment | <b>188-189</b> |

- 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** Consider Claim No. 1-1011 TUSD **190**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes \_\_\_; No \_\_\_; Absent\_\_\_; Abstain \_\_\_.
- 14.1.2** Approve Naming Facility and Appoint Screening Committee **191**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes \_\_\_; No \_\_\_; Absent\_\_\_; Abstain \_\_\_.
- 14.2 Educational Services:** None.
- 14.3 Human Resources:**
- 14.3.1** Approve Expenditure of General Fund Money in the Amount of \$2,000 to cover the Cost of Awards for Employee Accomplishments and /or Contributions **192-193**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes \_\_\_; No \_\_\_; Absent\_\_\_; Abstain \_\_\_.
- 15. Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.
- 16. Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.
- 17. Board Meeting Calendar:**
- 17.1** August 24, 2010  
**17.2** September 14, 2010  
**17.3** September 28, 2010  
**17.4** October 12, 2010  
**17.5** October 26, 2010  
**17.6** November 9, 2010  
**17.7** December 14, 2010
- 18. Upcoming Events:**
- |             |                             |                               |
|-------------|-----------------------------|-------------------------------|
| <b>18.1</b> | <b>August 11, 2010</b>      | First Day of School           |
| <b>18.2</b> | <b>August 23, 2010</b>      | District Welcome Back         |
| <b>18.3</b> | <b>September 6, 2010</b>    | No School, Labor Day          |
| <b>18.4</b> | <b>November 11-12, 2010</b> | No School, Veterans' Day      |
| <b>18.5</b> | <b>October 25, 2010</b>     | No School, Parent Conferences |
| <b>18.6</b> | <b>November 22-26, 2010</b> | No School, Thanksgiving Week  |
| <b>18.7</b> | <b>December 20-31, 2010</b> | No School, Winter Break       |

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 aid or services, he/she should also contact the Superintendent's Office at least 24 hours prior to the meeting.



**Minutes of  
Regular Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, June 22, 2010**

- 5:30 PM:** President Swenson called the meeting to order and adjourned to closed session.
- Roll Call:** Board: G. Crandall, W. Gouveia, T. Guzman, T. Hawkins, K. Lewis, B. Swenson, J. Vaughn.  
Trustee Crandall was present in closed session and left at 6:30 p.m. to go to work.  
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry.
- 7:09PM:** President Swenson called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** **6a** Report Out of Action Taken on Intra-District Transfer Appeal, ID#10318858  
**Action:** Denied. **Vote:** Yes-6; No-1.  
**6b** Action Taken on Findings of Facts: FF#09-10/139, 140, 141, 143, 144, 145, 146, 147, 148, 149, 150, 151  
**Action:** Hawkins, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Crandall)  
**6c** Report Out of Action Taken on Early Graduation Request: WHS #10311984  
**Action:** Approved. **Vote:** Yes-7; No-0.  
**6d** Report Out of Action Taken on Consider Leave of Absence Request for Certificated Employee #UC-710, Pursuant to Article XX  
**Action:** Denied. **Vote:** Yes-7 ; No-0.
- Employees Present:** C. Minter, J. Cardoza, S. Prioste, M. Pedersen, R. Call, L. Nelson, R. Riddle, P. Hall, S. O'Hara-Jones, D. Cheeseman, J. Bussey, L. DeLaTorre, M. Beckelman, S. Zamora, S. Gilbert, G. Krebbs, A. Ostapiej, M. Archbold, N. Hensley, G. Wilson, L. Cuaresma, B. Harrold, J. O'Hara, A. Medeiros,
- Press:** J. Hirsch (Tracy Press)
- Visitors Present:** B. Prioste, Pedersen Family, J. Metz, T. Misfud, J. Costa, R. Costa, M. Dutra
- Minutes:** Approve Amended Regular Minutes of May 25, 2010 and Regular Minutes of June 8, 2010.  
**Action:** Guzman, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- Student Rep Reports:** None.
- Recognition & Presentations:** **9.1** Recognize Classified and Certificated Retirements  
  
The Board recognized the following employees who are retiring:  
Stephanie Prioste, Principal at Monte Vista Middle School  
Maggie Pedersen, DEC Receptionist

**Hearing of  
Delegations**

10. Parent, Tracy Misfud spoke regarding the Tracy High FFA budget cuts. Her daughter, Alison, is a Sophomore at Tracy High and this is her second year as an FFA student. She explained what the students learn in the program and that many community members have gone through this program. She is concerned about the program and doesn't want any cuts to affect it.

**Information &  
Discussion Items:**

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

**Public Hearing:**

12.1      **Administrative & Business Services:**

12.1.1    Receive Public Comments on the 2010-11 Annual School District Budget

Public hearing opened at 7:33 p.m.  
There were no comments made.  
Public hearing closed at 7:34 p.m.

12.1.2    Receive Public Comments on the Proposed TEA Negotiations Settlement

Public hearing opened at 7:34 p.m.  
There were no comments made.  
Public hearing closed at 7:35 p.m.

12.1.3    Receive Public Comments on the Proposed CSEA Negotiations Settlement

Public Hearing opened at 7:35 p.m.  
CSEA President, Denise Cheesesman, commented that a lot of work has gone into this agreement. She thanked the fellow negotiators, Gary Krebbs, Margaret Beckleman, Kenny Souza and Vince Carranza. She is proud of the working relationship that the chapter has with the District. This could not have happened without the CSEA members vote. It is very difficult to go a week without pay. We are talking about a group of people with a lot of character and a lot of passion who care about their fellow employees.  
Public hearing closed at 7:37 p.m.

12.1.4    Open Public Hearing on Adopt Resolution No.10-17 Levy Special Tax for Property Tax Year 2010-2011 on Community Facilities District 97-1 and Approve Willdan Financial Services for Preparation of the 2010-11 Tax Roll and Reporting of Delinquencies

A public hearing was opened at 7:37 p.m.  
There were no comments made.

The public hearing was closed at 7:38 p.m.

President Swenson made a comment regarding the FFA concerns. This Board has to balance the budget. Over the last several years, we have had to cut millions. We try to spread the cuts throughout the whole District. It was very said that we had to lay off teachers and classified (approximately 200 total).

**Consent Items:**

**Action:** Hawkins, Lewis. **Vote:** Yes-6; No-0; Absent-1(Crandall)  
As amended to correct 13.3.1 to change "2001" to read "2010"; 13.2.13 is amended to read that the school "site" has a right, instead of school "Board".

**13.1 Administrative & Business Services:**

**13.1.1** Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District

**13.1.2** Approve Revolving Case Fund Reports for February-April, 2010

**13.1.3** Approve Monthly Budget Adjustment Report, February-April, 2010

**13.1.4** Approve Accounts Payable Warrants Report for February-April, 2010 (Separate Cover Item)

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

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

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

**13.2 Educational Services:**

**13.2.1** Ratify Contract with STEPS, Liz Zastrow/Karen Honka

**13.2.2** Approve the 2010-2011 Consolidated Application, Part I, for the Tracy Unified School District (Separate Cover Item)

**13.2.3** Approve Specialized Grant Funding for the Agriculture Incentive Grant for West High School 2010-11

**13.2.4** Approve Overnight Travel for West High School Agriculture Department Activities for the 2010-11 School Year, Pending Available Funding

**13.2.5** Approve Overnight Travel for Tracy High Men's Varsity Water Polo Team to Attend Silver State Shootout in Reno, Nevada, on September 9-11, 2010

**13.2.6** Approve Overnight Travel for the Kimball High School Dance Team and Coaches to Attend the USA Dance Camp in Santa Cruz, California, on July 23-26, 2010

**13.2.7** Approve Agreement for Special Contract Services for Real Inspiration, Inc., Keith Hawkins Presenter for Leadership Student Training for John C. Kimball High School Students on August 3 and Freshman

- Orientation August 4, 2010
- 13.2.8 Approve Overnight Travel for Kimball High School Cheerleaders to Sonoma, CA on July 23-25, 2010
  - 13.2.9 Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant
  - 13.2.10 Approve Changes to Elementary (K-5) School Safety and Violence Prevention Handbook (Separate Cover Item)
  - 13.2.11 Approve Changes to Middle (6-8) School Safety and Violence Prevention Handbook (Separate Cover Item)
  - 13.2.12 Approve Changes to High School Student Handbooks (Separate Cover Item)
  - 13.2.13 Approve Changes to Stein High School Student Handbook (Separate Cover Item)  
As amended.
  - 13.2.14 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated and/or Management Employment
  - 13.2.15 Receive Peer Assistance and Review Annual Report for the 2009-2010 School Year
  - 13.2.16 Ratify Employment of 2010 Summer School Staff
- 13.3 Human Resources:**
- 13.3.1 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated and/or Management Employment  
As amended.
  - 13.3.2 Receive Peer Assistance and Review Annual Report for the 2009-2010 School Year
  - 13.3.3 Ratify Employment of 2010 Summer School Staff

**Action Items:**

- 14.1 Administrative & Business Services:**
- 14.1.1 Approve the 2010-11 Annual School District Budget (Separate Cover Item)
- Associate Superintendent, Dr. Casey Goodall, presented a power point which reviewed information that the budget contained. Dr. Franco commented that we need to start making plans now for the 3<sup>rd</sup> year out. We are freezing positions and/or combining positions. We are looking at effective use of space and studying our energy use management. We also need to look at a parcel tax. In San Francisco they are cutting \$113 million.
- Action:** As amended. Hawkins, Lewis. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 14.1.2 Adopt Board Policy & Administrative Regulation 3511 Energy and Water Conservation (Second Reading, Intent to Adopt)

Amended: Change wording to read "superintendent designates the

associate superintendent for business services, or his designee”

**Action:** As amended. Hawkins, Guzman.

**Vote:** Yes-6; No-0; Absent-1(Crandall)

**14.1.3** Adopt Revised Administrative Regulation 1330.1 Facility Use (First Reading, Intent to Adopt)

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

**14.1.4** Adopt Resolution No. 09-42 Authorizing the Governing Board to Delegate Powers to the Associate Superintendent for Business Services

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

**14.1.5** Adopt Resolution No. 09-43 Clarifying the Primary and Secondary Purpose and Functions of the Tracy Unified School District, and Discerning Core Services from Supplemental Services

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

**14.1.6** Adopt Resolution No. 09-44 Authorizing and Defining Names to Sign Orders on School District Funds

**Action:** As amended. Hawkins, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Crandall)  
Amended to correct names of signors.

**14.1.7** Adopt Resolution No. 09-45 to Excuse Meeting Absence of Board Member

**Action:** Hawkins, Vaughn. **Vote:** Yes-5; No-0; Absent-1(Crandall);  
Abstain-1(Lewis)

**14.1.8** Adopt Resolution No.10-17 Levy Special Tax for Property Tax Year 2010-2011 on Community Facilities District 97-1 and Approve Willdan Financial Services for Preparation of the 2010-11 Tax Roll and Reporting of Delinquencies

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

**14.1.9** Appoint Jill Costa to Fill the School Board Position Left Vacant by the Resignation of Tom Hawkins

**Action:** Hawkins, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Crandall)  
President Swenson commented that during the May 25 meeting, Trustee Hawkins announced his resignation from the Board as of July 1st. The Board announced its intent to appoint and the District invited interested constituents to submit an application and resume to the Board by 5:00 p.m., June 10<sup>th</sup>. On June 15<sup>th</sup>, the Board screening sub-committee consisting of Trustees Swenson, Gouveia and Vaughn interviewed the 5 candidates and recommend Jill Costa to the Board's vacant position. She has lived in Tracy for the past 15 years. She has been on the Measure E and Measure S oversight committees. She is an active volunteer in the Tracy community. If appointed, the oath of office will be during the Board meeting of August 10<sup>th</sup>.

## **14.2 Educational Services:**

**14.2.1** Approve 2010-2011 Preliminary School Plans and Site Categorical Budgets for 2010-2011 (Separate Cover Item)

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

- 14.2.2** Authorize the Assistant Superintendents of Educational Services and Human Resources to Apply for and Accept Grant Funds for the California Mathematics and Science Project

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

**14.3 Human Resources:**

- 14.3.1** Approve the Tentative Agreement Between the Tracy Educators Association and the Tracy Unified School District for the 2009-2010, 2010-2011 and 2011-2012 School Years (Separate Cover Item)

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

- 14.3.2** Approve the Tentative Agreement Between California School Employees Association (CSEA) and Tracy Unified School District (TUSD) and Restore Selected CSEA #98 Classified Positions and/or Hours for the 2010-2011 School Year (Separate Cover Item)

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

Dr. Casey Goodall summarized the agreement. The most notable is the 5-day furlough. The Superintendent is recommending that the following positions be brought back: Special Ed Clerk II, ISET Level I, Purchasing Clerk and some hours of library technicians effective July 1, 2010.

Trustee Lewis thanked Denise Cheeseman and the whole group. It is great to get your whole team working together. He believes this is the only Board and District that agreed to bring back jobs for cuts. It's great teamwork and has accomplished a good thing for students and staff.

Dr. Franco commented that Donna Sonnenburg has put together a plan for the library technicians to utilize the hours that are allocated and she will be meeting with them soon.

**Board Reports:**

Trustee Lewis received a large envelope from the County Office of Education. It cost \$1.39 to mail and was in a nice bubbled envelope. He doesn't think these types of mailings are reasonable with the current financial status. Months ago he wrote to the board members of the County Office of Education and asked what cuts they have made but has not received a reply. He will miss Tom. He has learned a lot from him and respects his commitment to education. He is a role model and will continue to look at him as a role model his whole life. He hopes he enjoys retired life. Trustee Guzman attended the City/Liaison meeting and facilities meeting. Tracy High is starting to demo the middle buildings. They are moving along nicely. He feels the same way about Tom as Kelly said. He appreciates his hard work in our community and knows he will still be working in the community. He has learned a lot from him. He appreciates his experience and he will miss him. Trustee Vaughn served on the interview committee with Walter and Bill and interviewed 5 different candidates to attempt to fill the shoes of Tom Hawkins. They were very qualified applicants. It was good to see people

from the community that are interested in education and improvement of our school district. It has been an honor to serve with Tom. He has been a great role model and he thanked him for his wisdom and knowledge shared with the Board. He also welcomed Jill Costa to the Board. He knows her heart is in the right place. We are getting a quality community member on our school board. Trustee Hawkins commented that Tracy is not a hard place to serve. He loves the people here and wanted to work for them. He's put in 18 years on the Tracy Community Hospital Board, 53 years on the Breakfast Lions Club Board and 18 years at Tracy Unified. He has enjoyed it all. He didn't do it because he had to, it meant something to him. This District has been gifted with our superintendent. We could not have a better person than Jim. He appreciates every board member. He thanked the community of Tracy. Trustee Gouveia commented that Tom is a tremendous role model, particularly for the youth. He attended the retirement reception for Dr. Wentworth. It was well done and several people were there representing the various districts. He also participated in the board interviews for the board vacancy. He welcomed Mrs. Costa to the Board. He also attended the youth internship program meeting. They have been working for 2 years in placing high school students on the job sites. Some are job shadowing and some will be receiving wages. He also attended the city/school liaison meeting. Happy belated Fathers' Day to everyone. He thanked TEA and CSEA for their agreements with TUSD. Trustee Swenson commented that Tom has always been professional. He has known him for several years. One of his strong suits is that he has had an analytical eye to the school budget. If there were any bones, Tom would find them. He always put students first in his decisions. We will miss him and wished him the best of health in the future. He also thanked Jill Costa for coming tonight and welcomed her to the group.

**Superintendent  
Report:**

Dr. Franco commented that Trustee Hawkins has always been his role model as a former superintendent. Not only was he superintendent for over 30 years in the Jefferson School District but he has always been involved around town with the Bean Festival, Hospital Board, Lions Club and the Hawkins Basketball Tournament. He also thanked both employee associations. Our students will have classrooms, qualified personnel, safe clean schools and books distributed. We will have to plan ahead next year. In future years, we plan to stay fiscally solvent so that we stay in charge of our own school district. End of the year accomplishment include moving YRE back to a traditional calendar and merging Delta Island School students into Villalovoz and Southwest Park populations. That has gone very positively. Kimball High School opened this year. Tracy High has gone under major construction and completely transformed itself. He remembers when he was principal and took WASC teams on a tour and there was a lot of work to do. It's something we can all be proud of. Hirsch was named a "Distinguished School" for the third time. Scholarship nights at the high schools showcased students who have been accepted to colleges such as Yale, MIT, Stanford and the Air Force Academy. We are working together to help our students be successful. Congratulations for a great year, even though it's been tough.

This is a special and sad day for the TUSD Board. Tom Hawkins is retiring as of July 1<sup>st</sup>. He has dedicated 57 years to education, 33 as a teacher, coach, principal and superintendent. Tom has been a role model and an active member of Tracy Lions Club. Please mark August 4th on your calendar at 5:00 p.m. at Art Freiler School. We will have a reception for him.

8:45 P.M.

Adjournment.

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Clerk

Date





**TRACY**  
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent of Business Services  
**DATE:** August 3, 2010  
**SUBJECT:** Receive Report On Staffing

**BACKGROUND:** Since June 22, 2010 Board meeting, a tremendous amount of change has occurred in staffing. Positions were eliminated, employees have been transferred, laid-off employees have been reinstated, categorical funds have been refocused, and vacancies have been filled.

**RATIONALE:** As the agenda is being prepared, changes were still taking place, but a status report will be presented at the Board meeting.

**FUNDING:** There is no financial impact of this agenda item.

**RECOMMENDATION:** Receive Report On Staffing



**TRACY**  
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** July 30, 2010  
**SUBJECT:** Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

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

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

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

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

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A. Vendors: Urban Ernst Design Group  
Site: Kimball High School  
Item: Amendment #2 to Agreement - Ratify  
Services: Owner requested item, trash compactor added from original plans had to be reviewed and approved by Architect, Electrical Engineer and Civil Engineer.  
Cost: \$8,977.00  
Project Funding: Developer Fees and State School Building Fund

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B. Vendor: Rodgers Construction & Engineering  
Site: Kimball High School – 2010 Portables - Transport  
Item: Agreement - Ratify  
Services: Contractor to transport and reset one (1) 48x40 Science Portable Classroom Building from Tracy High School and three (3) 24x40 Portable Classroom Buildings from West High School to Kimball High School.  
Cost: \$59,000.00  
Project Funding: Developer Fees

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C. Vendor: A.M. Stephens  
Site: Kimball High School – 2010 Portables - Sitework  
Item: Agreement - Ratify  
Services: Contractor to prepare the site by grading, excavating, building foundations, concrete/paving, all “wet” site utilities, all “wet” building utilities, interior building finishes and casework for the portables being delivered from Tracy High School and West High School to Kimball High School.  
Cost: \$371,900.00  
Project Funding: Developer Fees

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D. Vendor: Bockmon & Woody Electric Company  
Site: Kimball High School – 2010 Portables - Electrical  
Item: Agreement - Ratify  
Services: Contractor to provide and install the site electrical and low voltage underground, building electrical and low voltage systems, data network, communications, fire alarm, intrusion alarm and energy management systems for the portables being delivered from Tracy High School and West High School to Kimball High School.  
Cost: \$183,813.00  
Project Funding: Developer Fees

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E. Vendor: Joseph Titone Inspection Services  
Site: Kimball High School – 2010 Portables - Electrical  
Item: Agreement - Ratify  
Services: DSA Inspection Services to remove and deliver one (1) 48x40 Science Portable Classroom Building from Tracy High School and three (3) 24x40 Portable Classroom Buildings from West High School to Kimball High School.  
Cost: \$13,000.00 estimated cost based on NTE \$2,600/per month.  
Project Funding: Developer Fees

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F. Vendor: Synergy Enterprises  
Site: Tracy Learning Center – Admin/Classroom Bldg. Hallway Ceiling  
Item: Agreement - Ratify  
Services: Contractor to provide demolition and abatement of the ceiling system in the hallway of Building A.  
Cost: \$8,650.00  
Project Funding: Restricted Maintenance (TLC Lease Revenue)

---

G. Vendor: R.A. Jones Construction  
Site: Tracy Learning Center – Admin/Classroom Bldg. Hallway Ceiling  
Item: Agreement - Ratify  
Services: Reconstruction of the ceiling system in the hallway of Building A.  
Cost: \$25,000.00  
Project Funding: Restricted Maintenance (TLC Lease Revenue)

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H. Vendor: R.A. Jones Construction  
Site: Tracy Learning Center – Admin/Classroom Bldg. Hallway Ceiling  
Item: Change Order #1  
Services: Additional unforeseen labor and materials needed to complete the project.  
Cost: \$652.65  
Project Funding: Restricted Maintenance (TLC Lease Revenue)

---

I. Vendor: Pacific Power Systems  
Site: Tracy Learning Center – Admin/Classroom Bldg. Hallway Ceiling  
Item: Proposal - Ratify  
Services: Contractor to remove and reinstall five (5) smoke detectors, including conduit/cabling and testing the system due to the new ceiling system in the hallway of Building A.  
Cost: \$6,800.00  
Project Funding: Restricted Maintenance (TLC Lease Revenue)

---

J. Vendor: Foam Experts Roofing  
Site: Roof Replacement - Tracy Learning Center & Monte Vista Middle School  
Item: Agreement - Ratify  
Services: Spray Polyurethane Foam roofing in specified areas at Tracy Learning Center and Monte Vista Middle School.  
Cost: \$46,000.00 – TLC / \$30,600.00 - MV  
Project Funding: TLC- Restricted Maintenance (TLC Lease Revenue)  
Monte Vista – Emergency Repair Program

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**TRACY**  
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** July 30, 2010  
**SUBJECT:** Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

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

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

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

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

- 
- A. Vendor: Rainforth Grau Architects  
Site: Tracy High School – Modernization/Reconstruction- Cafeteria/Classrooms  
Item: Amendment #2 to Agreement - Ratify  
Services: Additional services necessary to relocate Room 28, which is being placed in the location of the previous science classroom recently moved to Kimball High School.  
Cost: \$11,600.00 NTE  
Project Funding: Measure E Bond Funds & State School Building Fund (SSBF)
- 
- B. Vendor: AMS.Net  
Site: Tracy High School – Modernization/Reconstruction- Cafeteria/Classrooms  
Item: Merced County Focus Piggyback Agreement  
Services: Cisco wireless access point equipment.  
Cost: \$10,724.45  
Project Funding: Measure E Bond Funds & SSBF
- 
- C. Vendor: AMS.Net  
Site: Tracy High School – Modernization/Reconstruction- Library/Classrooms  
Item: Merced County Focus Piggyback Agreement  
Services: Cisco wireless access point equipment.  
Cost: \$21,448.90  
Project Funding: Measure E Bond Funds & SSBF
- 
- D. Vendor: AMS.Net  
Site: Tracy High School – Modernization/Reconstruction- Cafeteria/Classrooms  
Item: Quote  
Services: Provide and install Valcom Clock/Bell Speakers  
Cost: \$2,913.19  
Project Funding: Measure E Bond Funds & SSBF
-



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Casey Goodall, Associate Superintendent for Business Services  
**DATE:** 7/28/10  
**SUBJECT:** Approve Payroll Reports (April-June 2010)

**BACKGROUND:** Financial Services Department submits summaries of payroll warrants issued each month to the Board of Trustees for review.

**RATIONALE:** The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #7-Develop Powerful Educational Leaders.

**FUNDING:** N/A

**RECOMMENDATION:** Approve Payroll Report

**Prepared by:** Reed Call, Director of Financial Services

**DATE: 4/9/10 MARCH SUPPLEMENTAL**

FUND 01 GROSS PAYROLL	\$	343,626.88
BENEFITS	\$	35,888.25
TOTAL	\$	379,515.13
FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$	36,689.77
BENEFITS	\$	6,609.95
TOTAL	\$	43,299.72
FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$	4,440.41
BENEFITS	\$	177.66
TOTAL	\$	4,618.07
FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$	13,408.67
BENEFITS	\$	1,421.57
TOTAL	\$	14,830.24
<b>DISTRICT TOTAL</b>	<b>\$</b>	<b>442,263.16</b>



Report: R0010A

Gross Wage &amp; Fringe Summary by Object for MARCH SUPPLEMENTAL 4/09/2010 Fiscal Year 2009/2010

## Fund: 01 GEN FUND/CO SCHOOL SERV FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	64,107.66	0.00	64,107.66
1105	TEACHERS' SALARIES SUBS	168,999.25	0.00	168,999.25
1120	HOME INSTRUCTION SALARIES	6,055.89	0.00	6,055.89
1200	CERT PUPIL SUPPORT SALARIES	2,321.95	0.00	2,321.95
1330	ASSISTANT SUPERINTENDENTS SAL	3,051.39	0.00	3,051.39
1900	OTHER CERTIFICATED SALARIES	8,321.16	0.00	8,321.16
2100	INSTRUCTIONAL AIDES' SALARIES	14,289.76	0.00	14,289.76
2105	INSTR AIDES SALARIES SUBS	9,301.47	0.00	9,301.47
2200	CLASSIFIED SUPPORT SALARIES	44,286.71	0.00	44,286.71
2205	CLASS SUPPORT SALARIES SUBS	5,278.90	0.00	5,278.90
2400	CLERICAL & OFFICE SALARIES	5,720.97	0.00	5,720.97
2405	CLERICAL AND OFFICE SAL SUBS	845.25	0.00	845.25
2407	CLERICAL AND OFFICE SAL HOURLY	220.32	0.00	220.32
2900	OTHER CLASSIFIED SALARIES	8,110.15	0.00	8,110.15
2905	OTHER CLASSIFIED SALARY SUBS	2,716.05	0.00	2,716.05
3101	STRS ON 1000 SALARIES	0.00	15,498.61	15,498.61
3201	PERS ON 1000 SALARIES	0.00	614.24	614.24
3202	PERS ON 2000 SALARIES	0.00	1,808.92	1,808.92
3311	OASDI ON 1000 SALARIES	0.00	517.59	517.59
3312	OASDI ON 2000 SALARIES	0.00	3,320.84	3,320.84
3321	FICA-MED ON 1000 SALARIES	0.00	3,589.22	3,589.22
3322	FICA-MED ON 2000 SALARIES	0.00	1,310.45	1,310.45
3331	ALTER. RETIREMENT ON 1000 SAL	0.00	1,239.45	1,239.45
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	1,251.47	1,251.47
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	758.45	758.45
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	272.30	272.30
3601	WORKER'S COMP INS ON 1000 SAL	0.00	4,199.25	4,199.25
3602	WORKER'S COMP INS ON 2000 SAL	0.00	1,507.46	1,507.46

01 Fund Total:

343,626.88

35,888.25

379,515.13

## Fund: 11 ADULT EDUCATION FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	26,539.56	0.00	26,539.56
1200	CERT PUPIL SUPPORT SALARIES	4,075.70	0.00	4,075.70
2100	INSTRUCTIONAL AIDES' SALARIES	6,074.51	0.00	6,074.51
3101	STRS ON 1000 SALARIES	0.00	2,057.38	2,057.38
3202	PERS ON 2000 SALARIES	0.00	584.92	584.92
3312	OASDI ON 2000 SALARIES	0.00	347.22	347.22
3321	FICA-MED ON 1000 SALARIES	0.00	356.53	356.53
3322	FICA-MED ON 2000 SALARIES	0.00	81.21	81.21
3411	HEALTH & WELFARE ON 1000 SALS	0.00	1,763.19	1,763.19
3412	HEALTH & WELFARE ON 2000 SALS	0.00	700.10	700.10
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	91.85	91.85
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	18.22	18.22
3601	WORKER'S COMP INS ON 1000 SAL	0.00	508.44	508.44
3602	WORKER'S COMP INS ON 2000 SAL	0.00	100.89	100.89

11 Fund Total:

36,689.77

6,609.95

43,299.72

Report: R0010A

Gross Wage &amp; Fringe Summary by Object for MARCH SUPPLEMENTAL 4/09/2010

Fiscal Year 2009/2010

## Fund: 12 CHILD DEVELOPMENT FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1105	TEACHERS' SALARIES SUBS	2,308.00	0.00	2,308.00
1340	CERT. ADMINISTRATOR SALARIES	1,205.83	0.00	1,205.83
2105	INSTR AIDES SALARIES SUBS	312.75	0.00	312.75
2900	OTHER CLASSIFIED SALARIES	613.83	0.00	613.83
3312	OASDI ON 2000 SALARIES	0.00	10.08	10.08
3321	FICA-MED ON 1000 SALARIES	0.00	33.47	33.47
3322	FICA-MED ON 2000 SALARIES	0.00	13.44	13.44
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	33.62	33.62
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	10.53	10.53
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	2.78	2.78
3601	WORKER'S COMP INS ON 1000 SAL	0.00	58.36	58.36
3602	WORKER'S COMP INS ON 2000 SAL	0.00	15.38	15.38

12 Fund Total:

4,440.41

177.66

4,618.07

## Fund: 13 CAFETERIA FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2200	CLASSIFIED SUPPORT SALARIES	8,105.60	0.00	8,105.60
2205	CLASS SUPPORT SALARIES SUBS	5,094.75	0.00	5,094.75
2206	CLASS SUPPORT SALARY OVERTIME	208.32	0.00	208.32
3202	PERS ON 2000 SALARIES	0.00	325.09	325.09
3312	OASDI ON 2000 SALARIES	0.00	220.49	220.49
3322	FICA-MED ON 2000 SALARIES	0.00	194.41	194.41
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	418.68	418.68
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	40.17	40.17
3602	WORKER'S COMP INS ON 2000 SAL	0.00	222.73	222.73

13 Fund Total:

13,408.67

1,421.57

14,830.24

District Total:

398,165.73

44,097.43

442,263.16

**DATE: 4/30/10**

FUND 01 GROSS PAYROLL	\$ 6,108,932.21
BENEFITS	\$ 1,776,891.00
TOTAL	<b>\$ 7,885,823.21</b>
 FUND 11 GROSS PAYROLL - ADULT EDUCATION	 \$ 27,981.82
BENEFITS	\$ 12,943.04
TOTAL	<b>\$ 40,924.86</b>
 FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	 \$ 6,767.29
BENEFITS	\$ 3,419.89
TOTAL	<b>\$ 10,187.18</b>
 FUND 13 GROSS PAYROLL - CAFETERIA FUND	 \$ 105,805.19
BENEFITS	\$ 30,241.67
TOTAL	<b>\$ 136,046.86</b>
 <b>DISTRICT TOTAL</b>	 <b>\$ 8,072,982.11</b>

Report: R0010A

Gross Wage &amp; Fringe Summary by Object for APRIL REGULAR 4/30/2010

Fiscal Year 2009/2010

20

Fund: 01	GEN FUND/CO SCHOOL SERV FUND	Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
		1100	TEACHERS' SALARIES	4,116,717.44	0.00	4,116,717.44
		1120	HOME INSTRUCTION SALARIES	6,973.46	0.00	6,973.46
		1200	CERT PUPIL SUPPORT SALARIES	234,243.65	0.00	234,243.65
		1300	CERT SUPRVSRs' & ADMINS' SAL	51,402.90	0.00	51,402.90
		1310	CERT. SUPERVISOR SALARIES	17,422.14	0.00	17,422.14
		1320	SUPERINTENDENTS SALARIES	14,579.05	0.00	14,579.05
		1330	ASSISTANT SUPERINTENDENTS SAL	11,072.67	0.00	11,072.67
		1340	CERT. ADMINISTRATOR SALARIES	292,550.97	0.00	292,550.97
		1900	OTHER CERTIFICATED SALARIES	54,171.45	0.00	54,171.45
		2100	INSTRUCTIONAL AIDES' SALARIES	286,744.21	0.00	286,744.21
		2200	CLASSIFIED SUPPORT SALARIES	498,489.65	0.00	498,489.65
		2300	CLASS SUPRVSRs' & ADMINS' SAL	5,439.44	0.00	5,439.44
		2310	CLASS SUPERVISORS SALARIES	39,490.88	0.00	39,490.88
		2320	CLASS. ADMINISTRATOR SALARIES	87,935.97	0.00	87,935.97
		2400	CLERICAL & OFFICE SALARIES	225,376.38	0.00	225,376.38
		2407	CLERICAL AND OFFICE SAL HOURLY	138,571.75	0.00	138,571.75
		2900	OTHER CLASSIFIED SALARIES	26,702.59	0.00	26,702.59
		3101	STRS ON 1000 SALARIES	0.00	408,352.83	408,352.83
		3102	STRS ON 2000 SALARIES	0.00	-387.03	-387.03
		3201	PERS ON 1000 SALARIES	0.00	7,598.37	7,598.37
		3202	PERS ON 2000 SALARIES	0.00	124,781.06	124,781.06
		3311	OASDI ON 1000 SALARIES	0.00	4,381.17	4,381.17
		3312	OASDI ON 2000 SALARIES	0.00	71,836.58	71,836.58
		3321	FICA-MED ON 1000 SALARIES	0.00	59,615.93	59,615.93
		3322	FICA-MED ON 2000 SALARIES	0.00	17,504.18	17,504.18
		3332	ALTER. RETIREMENT ON 2000 SAL	0.00	2,324.06	2,324.06
		3411	HEALTH & WELFARE ON 1000 SALS	0.00	575,501.37	575,501.37
		3412	HEALTH & WELFARE ON 2000 SALS	62.37	230,596.83	230,659.20
		3501	STATE UNEMPLOY ON 1000 SALARY	0.00	14,398.96	14,398.96
		3502	STATE UNEMPLOY ON 2000 SALARY	0.00	3,927.72	3,927.72
		3601	WORKER'S COMP INS ON 1000 SAL	0.00	79,713.36	79,713.36
		3602	WORKER'S COMP INS ON 2000 SAL	0.00	21,744.22	21,744.22
		3711	H & W CURRENT RETIREES ON 1000	0.00	90,398.13	90,398.13
		3712	H & W CURRENT RETIREES ON 2000	0.00	64,603.26	64,603.26
		3911	TAXABLE FRINGE BEN ON 1000 SAL	540.00	0.00	540.00
		3912	TAXABLE FRINGE BEN ON 2000 SAL	445.24	0.00	445.24
01 Fund Total:				6,108,932.21	1,776,891.00	7,885,823.21

Fund: 11	ADULT EDUCATION FUND	Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
		1340	CERT. ADMINISTRATOR SALARIES	8,066.25	0.00	8,066.25
		2100	INSTRUCTIONAL AIDES' SALARIES	452.10	0.00	452.10
		2200	CLASSIFIED SUPPORT SALARIES	1,691.32	0.00	1,691.32
		2400	CLERICAL & OFFICE SALARIES	17,682.15	0.00	17,682.15
		3101	STRS ON 1000 SALARIES	0.00	672.89	672.89
		3202	PERS ON 2000 SALARIES	0.00	1,918.99	1,918.99
		3312	OASDI ON 2000 SALARIES	0.00	1,367.61	1,367.61
		3321	FICA-MED ON 1000 SALARIES	0.00	109.81	109.81
		3322	FICA-MED ON 2000 SALARIES	0.00	319.83	319.83

Report: R0010A

Gross Wage &amp; Fringe Summary by Object for APRIL REGULAR 4/30/2010

Fiscal Year 2009/2010

3411	HEALTH & WELFARE ON 1000 SALS	0.00	613.70	613.70
3412	HEALTH & WELFARE ON 2000 SALS	0.00	7,391.53	7,391.53
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	24.47	24.47
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	59.49	59.49
3601	WORKER'S COMP INS ON 1000 SAL	0.00	135.46	135.46
3602	WORKER'S COMP INS ON 2000 SAL	0.00	329.26	329.26
3911	TAXABLE FRINGE BEN ON 1000 SAL	90.00	0.00	90.00

11 Fund Total:		27,981.82	12,943.04	40,924.86
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Fund: 12 CHILD DEVELOPMENT FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	2,437.78	0.00	2,437.78
2100	INSTRUCTIONAL AIDES' SALARIES	1,812.60	0.00	1,812.60
2400	CLERICAL & OFFICE SALARIES	2,516.91	0.00	2,516.91
3101	STRS ON 1000 SALARIES	0.00	285.60	285.60
3202	PERS ON 2000 SALARIES	0.00	367.41	367.41
3312	OASDI ON 2000 SALARIES	0.00	172.64	172.64
3321	FICA-MED ON 1000 SALARIES	0.00	18.08	18.08
3322	FICA-MED ON 2000 SALARIES	0.00	51.60	51.60
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	34.07	34.07
3411	HEALTH & WELFARE ON 1000 SALS	0.00	1,320.26	1,320.26
3412	HEALTH & WELFARE ON 2000 SALS	0.00	1,037.60	1,037.60
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	7.31	7.31
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	13.00	13.00
3601	WORKER'S COMP INS ON 1000 SAL	0.00	40.49	40.49
3602	WORKER'S COMP INS ON 2000 SAL	0.00	71.83	71.83

12 Fund Total:		6,767.29	3,419.89	10,187.18
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Fund: 13 CAFETERIA FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2200	CLASSIFIED SUPPORT SALARIES	85,863.08	0.00	85,863.08
2320	CLASS. ADMINISTRATOR SALARIES	6,235.35	0.00	6,235.35
2400	CLERICAL & OFFICE SALARIES	13,603.40	0.00	13,603.40
3202	PERS ON 2000 SALARIES	0.00	7,643.07	7,643.07
3312	OASDI ON 2000 SALARIES	0.00	4,246.06	4,246.06
3322	FICA-MED ON 2000 SALARIES	0.00	1,427.70	1,427.70
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	1,318.81	1,318.81
3412	HEALTH & WELFARE ON 2000 SALS	13.36	13,531.32	13,544.68
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	317.47	317.47
3602	WORKER'S COMP INS ON 2000 SAL	0.00	1,757.24	1,757.24
3912	TAXABLE FRINGE BEN ON 2000 SAL	90.00	0.00	90.00

13 Fund Total:		105,805.19	30,241.67	136,046.86
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District Total:		6,249,486.51	1,823,495.60	8,072,982.11
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**DATE: 5/10/10 APRIL SUPPLEMENTAL**

FUND 01 GROSS PAYROLL	\$	280,668.15
BENEFITS	\$	29,840.69
TOTAL	\$	310,508.84
FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$	34,169.71
BENEFITS	\$	6,372.98
TOTAL	\$	40,542.69
FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$	4,049.55
BENEFITS	\$	257.00
TOTAL	\$	4,306.55
FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$	10,417.63
BENEFITS	\$	1,112.26
TOTAL	\$	11,529.89
<b>DISTRICT TOTAL</b>	<b>\$</b>	<b>366,887.97</b>

Report: R0010A

Gross Wage &amp; Fringe Summary by Object for APRIL SUPPLEMENTAL 5/10/2010 Fiscal Year 2009/2010

Fund: 01 GEN FUND/CO SCHOOL SERV FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	57,369.04	0.00	57,369.04
1104	TEACHERS' SALARIES SUMMER SCHL	362.25	0.00	362.25
1105	TEACHERS' SALARIES SUBS	136,050.01	0.00	136,050.01
1120	HOME INSTRUCTION SALARIES	5,103.01	0.00	5,103.01
1200	CERT PUPIL SUPPORT SALARIES	1,539.27	0.00	1,539.27
1330	ASSISTANT SUPERINTENDENTS SAL	2,226.69	0.00	2,226.69
1900	OTHER CERTIFICATED SALARIES	3,613.39	0.00	3,613.39
2100	INSTRUCTIONAL AIDES' SALARIES	11,164.41	0.00	11,164.41
2105	INSTR AIDES SALARIES SUBS	8,018.99	0.00	8,018.99
2200	CLASSIFIED SUPPORT SALARIES	32,928.50	0.00	32,928.50
2205	CLASS SUPPORT SALARIES SUBS	9,712.00	0.00	9,712.00
2400	CLERICAL & OFFICE SALARIES	2,925.58	0.00	2,925.58
2405	CLERICAL AND OFFICE SAL SUBS	2,800.85	0.00	2,800.85
2407	CLERICAL AND OFFICE SAL HOURLY	161.87	0.00	161.87
2900	OTHER CLASSIFIED SALARIES	4,618.75	0.00	4,618.75
2905	OTHER CLASSIFIED SALARY SUBS	2,073.54	0.00	2,073.54
3101	STRS ON 1000 SALARIES	0.00	12,770.24	12,770.24
3201	PERS ON 1000 SALARIES	0.00	527.02	527.02
3202	PERS ON 2000 SALARIES	0.00	1,973.41	1,973.41
3311	OASDI ON 1000 SALARIES	0.00	410.67	410.67
3312	OASDI ON 2000 SALARIES	0.00	2,825.22	2,825.22
3321	FICA-MED ON 1000 SALARIES	0.00	2,919.16	2,919.16
3322	FICA-MED ON 2000 SALARIES	0.00	1,069.75	1,069.75
3331	ALTER. RETIREMENT ON 1000 SAL	0.00	863.26	863.26
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	978.82	978.82
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	618.69	618.69
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	223.20	223.20
3601	WORKER'S COMP INS ON 1000 SAL	0.00	3,425.48	3,425.48
3602	WORKER'S COMP INS ON 2000 SAL	0.00	1,235.77	1,235.77

01 Fund Total:

280,668.15

29,840.69

310,508.84

Fund: 11 ADULT EDUCATION FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	24,059.57	0.00	24,059.57
1105	TEACHERS' SALARIES SUBS	121.20	0.00	121.20
1200	CERT PUPIL SUPPORT SALARIES	3,768.10	0.00	3,768.10
2100	INSTRUCTIONAL AIDES' SALARIES	6,220.84	0.00	6,220.84
3101	STRS ON 1000 SALARIES	0.00	1,900.95	1,900.95
3202	PERS ON 2000 SALARIES	0.00	569.87	569.87
3312	OASDI ON 2000 SALARIES	0.00	356.30	356.30
3321	FICA-MED ON 1000 SALARIES	0.00	327.50	327.50
3322	FICA-MED ON 2000 SALARIES	0.00	83.33	83.33
3411	HEALTH & WELFARE ON 1000 SALS	0.00	1,763.19	1,763.19
3412	HEALTH & WELFARE ON 2000 SALS	0.00	701.83	701.83
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	83.87	83.87
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	18.66	18.66
3601	WORKER'S COMP INS ON 1000 SAL	0.00	464.16	464.16
3602	WORKER'S COMP INS ON 2000 SAL	0.00	103.32	103.32

Report: R0010A

Gross Wage &amp; Fringe Summary by Object for APRIL SUPPLEMENTAL 5/10/2010 Fiscal Year 2009/2010

11 Fund Total:	34,169.71	6,372.98	40,542.69
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## Fund: 12 CHILD DEVELOPMENT FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	1,386.00	0.00	1,386.00
1340	CERT. ADMINISTRATOR SALARIES	1,916.96	0.00	1,916.96
2100	INSTRUCTIONAL AIDES' SALARIES	113.79	0.00	113.79
2400	CLERICAL & OFFICE SALARIES	27.54	0.00	27.54
2900	OTHER CLASSIFIED SALARIES	605.26	0.00	605.26
3101	STRS ON 1000 SALARIES	0.00	114.34	114.34
3312	OASDI ON 2000 SALARIES	0.00	2.33	2.33
3321	FICA-MED ON 1000 SALARIES	0.00	20.10	20.10
3322	FICA-MED ON 2000 SALARIES	0.00	10.83	10.83
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	29.99	29.99
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	9.91	9.91
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	2.24	2.24
3601	WORKER'S COMP INS ON 1000 SAL	0.00	54.86	54.86
3602	WORKER'S COMP INS ON 2000 SAL	0.00	12.40	12.40

12 Fund Total:	4,049.55	257.00	4,306.55
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## Fund: 13 CAFETERIA FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2200	CLASSIFIED SUPPORT SALARIES	6,770.90	0.00	6,770.90
2205	CLASS SUPPORT SALARIES SUBS	3,646.73	0.00	3,646.73
3202	PERS ON 2000 SALARIES	0.00	262.08	262.08
3312	OASDI ON 2000 SALARIES	0.00	174.34	174.34
3322	FICA-MED ON 2000 SALARIES	0.00	151.04	151.04
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	320.47	320.47
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	31.27	31.27
3602	WORKER'S COMP INS ON 2000 SAL	0.00	173.06	173.06

13 Fund Total:	10,417.63	1,112.26	11,529.89
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District Total:	329,305.04	37,582.93	366,887.97
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**DATE: 5/28/10**

FUND 01 GROSS PAYROLL	\$ 6,088,665.90
BENEFITS	\$ 1,780,348.83
TOTAL	<b>\$ 7,869,014.73</b>
FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$ 27,529.72
BENEFITS	\$ 9,149.67
TOTAL	<b>\$ 36,679.39</b>
FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$ 6,767.29
BENEFITS	\$ 3,419.89
TOTAL	<b>\$ 10,187.18</b>
FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$ 105,856.94
BENEFITS	\$ 30,102.48
TOTAL	<b>\$ 135,959.42</b>
<b>DISTRICT TOTAL</b>	<b>\$ 8,051,840.72</b>

Report: R0010A

Gross Wage &amp; Fringe Summary by Object for MAY REGULAR 5/28/2010

Fiscal Year 2009/2010

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Fund: 01	GEN FUND/CO SCHOOL SERV FUND	Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
		1100	TEACHERS' SALARIES	4,104,653.81	0.00	4,104,653.81
		1120	HOME INSTRUCTION SALARIES	6,973.46	0.00	6,973.46
		1200	CERT PUPIL SUPPORT SALARIES	232,830.99	0.00	232,830.99
		1300	CERT SUPRVSRs' & ADMINS' SAL	51,402.90	0.00	51,402.90
		1310	CERT. SUPERVISOR SALARIES	17,422.14	0.00	17,422.14
		1320	SUPERINTENDENTS SALARIES	14,579.05	0.00	14,579.05
		1330	ASSISTANT SUPERINTENDENTS SAL	11,072.67	0.00	11,072.67
		1340	CERT. ADMINISTRATOR SALARIES	292,073.96	0.00	292,073.96
		1900	OTHER CERTIFICATED SALARIES	54,171.45	0.00	54,171.45
		2100	INSTRUCTIONAL AIDES' SALARIES	285,621.02	0.00	285,621.02
		2200	CLASSIFIED SUPPORT SALARIES	495,335.20	0.00	495,335.20
		2300	CLASS SUPRVSRs' & ADMINS' SAL	4,919.44	0.00	4,919.44
		2310	CLASS SUPERVISORS SALARIES	39,490.88	0.00	39,490.88
		2320	CLASS. ADMINISTRATOR SALARIES	87,935.97	0.00	87,935.97
		2400	CLERICAL & OFFICE SALARIES	224,258.10	0.00	224,258.10
		2407	CLERICAL AND OFFICE SAL HOURLY	138,554.23	0.00	138,554.23
		2900	OTHER CLASSIFIED SALARIES	26,323.02	0.00	26,323.02
		3101	STRS ON 1000 SALARIES	0.00	407,188.79	407,188.79
		3201	PERS ON 1000 SALARIES	0.00	7,461.21	7,461.21
		3202	PERS ON 2000 SALARIES	0.00	124,498.08	124,498.08
		3311	OASDI ON 1000 SALARIES	0.00	4,293.59	4,293.59
		3312	OASDI ON 2000 SALARIES	0.00	71,020.70	71,020.70
		3321	FICA-MED ON 1000 SALARIES	0.00	59,404.58	59,404.58
		3322	FICA-MED ON 2000 SALARIES	0.00	17,302.92	17,302.92
		3332	ALTER. RETIREMENT ON 2000 SAL	0.00	2,103.53	2,103.53
		3411	HEALTH & WELFARE ON 1000 SALS	0.00	574,818.63	574,818.63
		3412	HEALTH & WELFARE ON 2000 SALS	62.37	227,602.89	227,665.26
		3501	STATE UNEMPLOY ON 1000 SALARY	0.00	14,357.10	14,357.10
		3502	STATE UNEMPLOY ON 2000 SALARY	0.00	3,908.76	3,908.76
		3601	WORKER'S COMP INS ON 1000 SAL	0.00	79,481.60	79,481.60
		3602	WORKER'S COMP INS ON 2000 SAL	0.00	21,639.41	21,639.41
		3711	H & W CURRENT RETIREES ON 1000	0.00	97,598.37	97,598.37
		3712	H & W CURRENT RETIREES ON 2000	0.00	67,668.67	67,668.67
		3911	TAXABLE FRINGE BEN ON 1000 SAL	540.00	0.00	540.00
		3912	TAXABLE FRINGE BEN ON 2000 SAL	445.24	0.00	445.24
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01 Fund Total:				6,088,665.90	1,780,348.83	7,869,014.73

Fund: 11	ADULT EDUCATION FUND	Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
		1340	CERT. ADMINISTRATOR SALARIES	8,066.25	0.00	8,066.25
		2200	CLASSIFIED SUPPORT SALARIES	1,691.32	0.00	1,691.32
		2400	CLERICAL & OFFICE SALARIES	17,682.15	0.00	17,682.15
		3101	STRS ON 1000 SALARIES	0.00	672.89	672.89
		3202	PERS ON 2000 SALARIES	0.00	1,880.95	1,880.95
		3312	OASDI ON 2000 SALARIES	0.00	1,126.34	1,126.34
		3321	FICA-MED ON 1000 SALARIES	0.00	109.81	109.81
		3322	FICA-MED ON 2000 SALARIES	0.00	263.40	263.40
		3411	HEALTH & WELFARE ON 1000 SALS	0.00	613.70	613.70
		3412	HEALTH & WELFARE ON 2000 SALS	0.00	3,942.77	3,942.77

Report: R0010A

Gross Wage &amp; Fringe Summary by Object for MAY REGULAR 5/28/2010

Fiscal Year 2009/2010

3501	STATE UNEMPLOY ON 1000 SALARY	0.00	24.47	24.47
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	58.13	58.13
3601	WORKER'S COMP INS ON 1000 SAL	0.00	135.46	135.46
3602	WORKER'S COMP INS ON 2000 SAL	0.00	321.75	321.75
3911	TAXABLE FRINGE BEN ON 1000 SAL	90.00	0.00	90.00

11 Fund Total:		27,529.72	9,149.67	36,679.39
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## Fund: 12 CHILD DEVELOPMENT FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	2,437.78	0.00	2,437.78
2100	INSTRUCTIONAL AIDES' SALARIES	1,812.60	0.00	1,812.60
2400	CLERICAL & OFFICE SALARIES	2,516.91	0.00	2,516.91
3101	STRS ON 1000 SALARIES	0.00	285.60	285.60
3202	PERS ON 2000 SALARIES	0.00	367.41	367.41
3312	OASDI ON 2000 SALARIES	0.00	172.64	172.64
3321	FICA-MED ON 1000 SALARIES	0.00	18.08	18.08
3322	FICA-MED ON 2000 SALARIES	0.00	51.60	51.60
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	34.07	34.07
3411	HEALTH & WELFARE ON 1000 SALS	0.00	1,320.26	1,320.26
3412	HEALTH & WELFARE ON 2000 SALS	0.00	1,037.60	1,037.60
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	7.31	7.31
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	13.00	13.00
3601	WORKER'S COMP INS ON 1000 SAL	0.00	40.49	40.49
3602	WORKER'S COMP INS ON 2000 SAL	0.00	71.83	71.83

12 Fund Total:		6,767.29	3,419.89	10,187.18
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## Fund: 13 CAFETERIA FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2200	CLASSIFIED SUPPORT SALARIES	86,071.30	0.00	86,071.30
2320	CLASS. ADMINISTRATOR SALARIES	6,235.35	0.00	6,235.35
2400	CLERICAL & OFFICE SALARIES	13,446.93	0.00	13,446.93
3202	PERS ON 2000 SALARIES	0.00	7,645.05	7,645.05
3312	OASDI ON 2000 SALARIES	0.00	4,247.32	4,247.32
3322	FICA-MED ON 2000 SALARIES	0.00	1,428.41	1,428.41
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	1,320.19	1,320.19
3412	HEALTH & WELFARE ON 2000 SALS	13.36	13,385.79	13,399.15
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	317.63	317.63
3602	WORKER'S COMP INS ON 2000 SAL	0.00	1,758.09	1,758.09
3912	TAXABLE FRINGE BEN ON 2000 SAL	90.00	0.00	90.00

13 Fund Total:		105,856.94	30,102.48	135,959.42
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District Total:		6,228,819.85	1,823,020.87	8,051,840.72
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**DATE: 6/10/10 MAY SUPPLEMENTAL**

FUND 01 GROSS PAYROLL	\$ 681,444.30
BENEFITS	\$ 69,414.00
TOTAL	<b>\$ 750,858.30</b>
FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$ 34,725.44
BENEFITS	\$ 6,467.61
TOTAL	<b>\$ 41,193.05</b>
FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$ 2,680.63
BENEFITS	\$ 252.06
TOTAL	<b>\$ 2,932.69</b>
FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$ 15,574.43
BENEFITS	\$ 1,671.88
TOTAL	<b>\$ 17,246.31</b>
<b>DISTRICT TOTAL</b>	<b>\$ 812,230.35</b>

Report: R0010A

Gross Wage &amp; Fringe Summary by Object for MAY SUPPLEMENTAL 6/10/2010

Fiscal Year 2009/2010

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Fund: 01	GEN FUND/CO SCHOOL SERV FUND	Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
		1100	TEACHERS' SALARIES	149,203.55	0.00	149,203.55
		1105	TEACHERS' SALARIES SUBS	190,694.59	0.00	190,694.59
		1120	HOME INSTRUCTION SALARIES	7,528.50	0.00	7,528.50
		1200	CERT PUPIL SUPPORT SALARIES	2,387.18	0.00	2,387.18
		1330	ASSISTANT SUPERINTENDENTS SAL	5,690.43	0.00	5,690.43
		1900	OTHER CERTIFICATED SALARIES	138,420.45	0.00	138,420.45
		2100	INSTRUCTIONAL AIDES' SALARIES	103,924.29	0.00	103,924.29
		2105	INSTR AIDES SALARIES SUBS	12,055.54	0.00	12,055.54
		2200	CLASSIFIED SUPPORT SALARIES	50,114.78	0.00	50,114.78
		2205	CLASS SUPPORT SALARIES SUBS	4,957.89	0.00	4,957.89
		2300	CLASS SUPRVSRs' & ADMINs' SAL	155.88	0.00	155.88
		2400	CLERICAL & OFFICE SALARIES	3,436.86	0.00	3,436.86
		2405	CLERICAL AND OFFICE SAL SUBS	263.92	0.00	263.92
		2407	CLERICAL AND OFFICE SAL HOURLY	1,974.58	0.00	1,974.58
		2900	OTHER CLASSIFIED SALARIES	7,794.01	0.00	7,794.01
		2905	OTHER CLASSIFIED SALARY SUBS	2,841.85	0.00	2,841.85
		3101	STRs ON 1000 SALARIES	0.00	33,033.87	33,033.87
		3201	PERS ON 1000 SALARIES	0.00	746.39	746.39
		3202	PERS ON 2000 SALARIES	0.00	1,883.17	1,883.17
		3311	OASDI ON 1000 SALARIES	0.00	910.68	910.68
		3312	OASDI ON 2000 SALARIES	0.00	4,205.09	4,205.09
		3321	FICA-MED ON 1000 SALARIES	0.00	6,865.72	6,865.72
		3322	FICA-MED ON 2000 SALARIES	0.00	2,719.06	2,719.06
		3331	ALTER. RETIREMENT ON 1000 SAL	0.00	1,412.00	1,412.00
		3332	ALTER. RETIREMENT ON 2000 SAL	0.00	4,276.42	4,276.42
		3501	STATE UNEMPLOY ON 1000 SALARY	0.00	1,481.69	1,481.69
		3502	STATE UNEMPLOY ON 2000 SALARY	0.00	562.66	562.66
		3601	WORKER'S COMP INS ON 1000 SAL	0.00	8,202.97	8,202.97
		3602	WORKER'S COMP INS ON 2000 SAL	0.00	3,114.28	3,114.28
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01 Fund Total:				681,444.30	69,414.00	750,858.30

Fund: 11	ADULT EDUCATION FUND	Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
		1100	TEACHERS' SALARIES	24,710.63	0.00	24,710.63
		1200	CERT PUPIL SUPPORT SALARIES	3,479.73	0.00	3,479.73
		2100	INSTRUCTIONAL AIDES' SALARIES	6,345.24	0.00	6,345.24
		2400	CLERICAL & OFFICE SALARIES	189.84	0.00	189.84
		3101	STRs ON 1000 SALARIES	0.00	1,910.71	1,910.71
		3202	PERS ON 2000 SALARIES	0.00	611.20	611.20
		3312	OASDI ON 2000 SALARIES	0.00	375.77	375.77
		3321	FICA-MED ON 1000 SALARIES	0.00	334.64	334.64
		3322	FICA-MED ON 2000 SALARIES	0.00	87.89	87.89
		3411	HEALTH & WELFARE ON 1000 SALS	0.00	1,763.19	1,763.19
		3412	HEALTH & WELFARE ON 2000 SALS	0.00	703.29	703.29
		3501	STATE UNEMPLOY ON 1000 SALARY	0.00	84.58	84.58
		3502	STATE UNEMPLOY ON 2000 SALARY	0.00	19.61	19.61
		3601	WORKER'S COMP INS ON 1000 SAL	0.00	468.19	468.19
		3602	WORKER'S COMP INS ON 2000 SAL	0.00	108.54	108.54
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Report: R0010A

Gross Wage &amp; Fringe Summary by Object for MAY SUPPLEMENTAL 6/10/2010

Fiscal Year 2009/2010

11 Fund Total:	34,725.44	6,467.61	41,193.05
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## Fund: 12 CHILD DEVELOPMENT FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	236.34	0.00	236.34
1105	TEACHERS' SALARIES SUBS	110.34	0.00	110.34
1340	CERT. ADMINISTRATOR SALARIES	556.54	0.00	556.54
2100	INSTRUCTIONAL AIDES' SALARIES	842.27	0.00	842.27
2900	OTHER CLASSIFIED SALARIES	935.14	0.00	935.14
3101	STRS ON 1000 SALARIES	0.00	28.60	28.60
3202	PERS ON 2000 SALARIES	0.00	50.53	50.53
3312	OASDI ON 2000 SALARIES	0.00	39.21	39.21
3321	FICA-MED ON 1000 SALARIES	0.00	5.02	5.02
3322	FICA-MED ON 2000 SALARIES	0.00	25.77	25.77
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	50.38	50.38
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	2.71	2.71
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	5.33	5.33
3601	WORKER'S COMP INS ON 1000 SAL	0.00	15.00	15.00
3602	WORKER'S COMP INS ON 2000 SAL	0.00	29.51	29.51

12 Fund Total:	2,680.63	252.06	2,932.69
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## Fund: 13 CAFETERIA FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2200	CLASSIFIED SUPPORT SALARIES	8,935.21	0.00	8,935.21
2205	CLASS SUPPORT SALARIES SUBS	6,588.42	0.00	6,588.42
2206	CLASS SUPPORT SALARY OVERTIME	50.80	0.00	50.80
3202	PERS ON 2000 SALARIES	0.00	396.70	396.70
3312	OASDI ON 2000 SALARIES	0.00	260.94	260.94
3322	FICA-MED ON 2000 SALARIES	0.00	225.84	225.84
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	483.01	483.01
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	46.69	46.69
3602	WORKER'S COMP INS ON 2000 SAL	0.00	258.70	258.70

13 Fund Total:	15,574.43	1,671.88	17,246.31
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District Total:

734,424.80	77,805.55	812,230.35
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**DATE: 6/30/10**

FUND 01 GROSS PAYROLL	\$ 6,098,691.77
BENEFITS	\$ 1,780,422.14
TOTAL	<b>\$ 7,879,113.91</b>
 FUND 11 GROSS PAYROLL - ADULT EDUCATION	 \$ 27,174.36
BENEFITS	\$ 9,016.40
TOTAL	<b>\$ 36,190.76</b>
 FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	 \$ 6,924.90
BENEFITS	\$ 3,425.27
TOTAL	<b>\$ 10,350.17</b>
 FUND 13 GROSS PAYROLL - CAFETERIA FUND	 \$ 102,283.13
BENEFITS	\$ 29,771.45
TOTAL	<b>\$ 132,054.58</b>
 <b>DISTRICT TOTAL</b>	 <b>\$ 8,057,709.42</b>

Report: R0010A

Gross Wage &amp; Fringe Summary by Object for JUNE REGULAR 6/30/2010

Fiscal Year 2009/2010

Fund: 01 GEN FUND/CO SCHOOL SERV FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	4,112,750.11	0.00	4,112,750.11
1120	HOME INSTRUCTION SALARIES	6,973.46	0.00	6,973.46
1200	CERT PUPIL SUPPORT SALARIES	234,243.65	0.00	234,243.65
1300	CERT SUPRVRS' & ADMINS' SAL	49,920.19	0.00	49,920.19
1310	CERT. SUPERVISOR SALARIES	17,404.81	0.00	17,404.81
1320	SUPERINTENDENTS SALARIES	14,579.05	0.00	14,579.05
1330	ASSISTANT SUPERINTENDENTS SAL	11,072.67	0.00	11,072.67
1340	CERT. ADMINISTRATOR SALARIES	292,260.81	0.00	292,260.81
1900	OTHER CERTIFICATED SALARIES	54,075.73	0.00	54,075.73
2100	INSTRUCTIONAL AIDES' SALARIES	289,141.14	0.00	289,141.14
2200	CLASSIFIED SUPPORT SALARIES	495,190.42	0.00	495,190.42
2300	CLASS SUPRVRS' & ADMINS' SAL	5,519.44	0.00	5,519.44
2310	CLASS SUPERVISORS SALARIES	38,671.19	0.00	38,671.19
2320	CLASS. ADMINISTRATOR SALARIES	87,935.97	0.00	87,935.97
2400	CLERICAL & OFFICE SALARIES	224,071.66	0.00	224,071.66
2407	CLERICAL AND OFFICE SAL HOURLY	137,746.55	0.00	137,746.55
2900	OTHER CLASSIFIED SALARIES	26,087.31	0.00	26,087.31
3101	STRS ON 1000 SALARIES	0.00	407,992.11	407,992.11
3201	PERS ON 1000 SALARIES	0.00	7,536.52	7,536.52
3202	PERS ON 2000 SALARIES	0.00	124,423.44	124,423.44
3311	OASDI ON 1000 SALARIES	0.00	4,341.68	4,341.68
3312	OASDI ON 2000 SALARIES	0.00	71,458.69	71,458.69
3321	FICA-MED ON 1000 SALARIES	0.00	59,537.03	59,537.03
3322	FICA-MED ON 2000 SALARIES	0.00	17,413.01	17,413.01
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	2,109.24	2,109.24
3411	HEALTH & WELFARE ON 1000 SALS	0.00	574,818.66	574,818.66
3412	HEALTH & WELFARE ON 2000 SALS	62.37	226,428.41	226,490.78
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	14,381.42	14,381.42
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	3,914.53	3,914.53
3601	WORKER'S COMP INS ON 1000 SAL	0.00	79,616.07	79,616.07
3602	WORKER'S COMP INS ON 2000 SAL	0.00	21,671.39	21,671.39
3711	H & W CURRENT RETIREES ON 1000	0.00	97,598.37	97,598.37
3712	H & W CURRENT RETIREES ON 2000	0.00	67,181.57	67,181.57
3911	TAXABLE FRINGE BEN ON 1000 SAL	540.00	0.00	540.00
3912	TAXABLE FRINGE BEN ON 2000 SAL	445.24	0.00	445.24
		-----	-----	-----
		6,098,691.77	1,780,422.14	7,879,113.91

01 Fund Total:

6,098,691.77

1,780,422.14

7,879,113.91

Fund: 11 ADULT EDUCATION FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1340	CERT. ADMINISTRATOR SALARIES	8,066.25	0.00	8,066.25
2200	CLASSIFIED SUPPORT SALARIES	1,335.96	0.00	1,335.96
2400	CLERICAL & OFFICE SALARIES	17,682.15	0.00	17,682.15
3101	STRS ON 1000 SALARIES	0.00	672.89	672.89
3202	PERS ON 2000 SALARIES	0.00	1,846.44	1,846.44
3312	OASDI ON 2000 SALARIES	0.00	1,096.19	1,096.19
3321	FICA-MED ON 1000 SALARIES	0.00	109.81	109.81
3322	FICA-MED ON 2000 SALARIES	0.00	256.36	256.36
3411	HEALTH & WELFARE ON 1000 SALS	0.00	613.70	613.70
3412	HEALTH & WELFARE ON 2000 SALS	0.00	3,888.16	3,888.16



Report: R0010A

Gross Wage &amp; Fringe Summary by Object for JUNE REGULAR 6/30/2010

Fiscal Year 2009/2010

3501	STATE UNEMPLOY ON 1000 SALARY	0.00	24.47	24.47
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	57.07	57.07
3601	WORKER'S COMP INS ON 1000 SAL	0.00	135.46	135.46
3602	WORKER'S COMP INS ON 2000 SAL	0.00	315.85	315.85
3911	TAXABLE FRINGE BEN ON 1000 SAL	90.00	0.00	90.00

11 Fund Total:		27,174.36	9,016.40	36,190.76
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Fund: 12 CHILD DEVELOPMENT FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	2,595.39	0.00	2,595.39
2100	INSTRUCTIONAL AIDES' SALARIES	1,812.60	0.00	1,812.60
2400	CLERICAL & OFFICE SALARIES	2,516.91	0.00	2,516.91
3101	STRS ON 1000 SALARIES	0.00	285.60	285.60
3202	PERS ON 2000 SALARIES	0.00	367.41	367.41
3312	OASDI ON 2000 SALARIES	0.00	172.64	172.64
3321	FICA-MED ON 1000 SALARIES	0.00	20.37	20.37
3322	FICA-MED ON 2000 SALARIES	0.00	51.60	51.60
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	34.07	34.07
3411	HEALTH & WELFARE ON 1000 SALS	0.00	1,320.26	1,320.26
3412	HEALTH & WELFARE ON 2000 SALS	0.00	1,037.60	1,037.60
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	7.79	7.79
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	13.00	13.00
3601	WORKER'S COMP INS ON 1000 SAL	0.00	43.10	43.10
3602	WORKER'S COMP INS ON 2000 SAL	0.00	71.83	71.83

12 Fund Total:		6,924.90	3,425.27	10,350.17
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Fund: 13 CAFETERIA FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2200	CLASSIFIED SUPPORT SALARIES	86,179.03	0.00	86,179.03
2320	CLASS. ADMINISTRATOR SALARIES	4,325.95	0.00	4,325.95
2400	CLERICAL & OFFICE SALARIES	13,584.20	0.00	13,584.20
3202	PERS ON 2000 SALARIES	0.00	7,287.60	7,287.60
3312	OASDI ON 2000 SALARIES	0.00	4,118.40	4,118.40
3322	FICA-MED ON 2000 SALARIES	0.00	1,399.83	1,399.83
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	1,324.94	1,324.94
3412	HEALTH & WELFARE ON 2000 SALS	13.36	13,635.05	13,648.41
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	306.90	306.90
3602	WORKER'S COMP INS ON 2000 SAL	0.00	1,698.73	1,698.73
3912	TAXABLE FRINGE BEN ON 2000 SAL	-1,819.41	0.00	-1,819.41

13 Fund Total:		102,283.13	29,771.45	132,054.58
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District Total:		6,235,074.16	1,822,635.26	8,057,709.42
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**DATE: 6/28/10 SUMMER I**

FUND 01 GROSS PAYROLL	\$ 2,781,737.94
BENEFITS	\$ 109,617.77
TOTAL	<b>\$ 2,891,355.71</b>
 FUND 11 GROSS PAYROLL - ADULT EDUCATION	 \$ -
BENEFITS	\$ -
TOTAL	<b>\$ -</b>
 FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	 \$ 6,464.81
BENEFITS	\$ 369.47
TOTAL	<b>\$ 6,834.28</b>
 FUND 13 GROSS PAYROLL - CAFETERIA FUND	 \$ 46,334.10
BENEFITS	\$ 4,329.31
TOTAL	<b>\$ 50,663.41</b>
 <b>DISTRICT TOTAL</b>	 <b>\$ 2,948,853.40</b>

Report: R0010A

Gross Wage &amp; Fringe Summary by Object for JULY 1ST SUMMER PAY 6/28/2010 Fiscal Year 2009/2010

## Fund: 01 GEN FUND/CO SCHOOL SERV FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	2,463,533.49	0.00	2,463,533.49
1310	CERT. SUPERVISOR SALARIES	14,059.42	0.00	14,059.42
1900	OTHER CERTIFICATED SALARIES	25,149.73	0.00	25,149.73
2100	INSTRUCTIONAL AIDES' SALARIES	148,491.59	0.00	148,491.59
2200	CLASSIFIED SUPPORT SALARIES	47,984.27	0.00	47,984.27
2310	CLASS SUPERVISORS SALARIES	1,690.30	0.00	1,690.30
2400	CLERICAL & OFFICE SALARIES	73,017.49	0.00	73,017.49
2900	OTHER CLASSIFIED SALARIES	7,811.65	0.00	7,811.65
3101	STRS ON 1000 SALARIES	0.00	-226.11	-226.11
3202	PERS ON 2000 SALARIES	0.00	-119.52	-119.52
3311	OASDI ON 1000 SALARIES	0.00	2,009.72	2,009.72
3312	OASDI ON 2000 SALARIES	0.00	14,727.18	14,727.18
3321	FICA-MED ON 1000 SALARIES	0.00	31,181.49	31,181.49
3322	FICA-MED ON 2000 SALARIES	0.00	3,701.77	3,701.77
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	781.45	781.45
3412	HEALTH & WELFARE ON 2000 SALS	0.00	3,017.20	3,017.20
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	7,508.17	7,508.17
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	837.02	837.02
3601	WORKER'S COMP INS ON 1000 SAL	0.00	41,565.87	41,565.87
3602	WORKER'S COMP INS ON 2000 SAL	0.00	4,633.53	4,633.53

01 Fund Total:

2,781,737.94

109,617.77

2,891,355.71

## Fund: 12 CHILD DEVELOPMENT FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	3,173.28	0.00	3,173.28
2100	INSTRUCTIONAL AIDES' SALARIES	774.29	0.00	774.29
2400	CLERICAL & OFFICE SALARIES	2,517.24	0.00	2,517.24
3312	OASDI ON 2000 SALARIES	0.00	112.29	112.29
3321	FICA-MED ON 1000 SALARIES	0.00	29.16	29.16
3322	FICA-MED ON 2000 SALARIES	0.00	37.49	37.49
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	34.07	34.07
3412	HEALTH & WELFARE ON 2000 SALS	0.00	29.70	29.70
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	9.52	9.52
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	9.87	9.87
3601	WORKER'S COMP INS ON 1000 SAL	0.00	52.70	52.70
3602	WORKER'S COMP INS ON 2000 SAL	0.00	54.67	54.67

12 Fund Total:

6,464.81

369.47

6,834.28

## Fund: 13 CAFETERIA FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2200	CLASSIFIED SUPPORT SALARIES	46,334.10	0.00	46,334.10
3312	OASDI ON 2000 SALARIES	0.00	1,786.32	1,786.32
3322	FICA-MED ON 2000 SALARIES	0.00	625.76	625.76
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	631.14	631.14
3412	HEALTH & WELFARE ON 2000 SALS	0.00	377.49	377.49
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	139.04	139.04
3602	WORKER'S COMP INS ON 2000 SAL	0.00	769.56	769.56

Run Date: 06/24/2010 13:19:01

TRACY UNIFIED SCHOOL DISTRICT

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Report: R0010A

Gross Wage & Fringe Summary by Object for JULY 1ST SUMMER PAY 6/28/2010 Fiscal Year 2009/2010

13 Fund Total:

46,334.10

4,329.31

50,663.41

District Total:

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2,834,536.85  
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114,316.55  
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2,948,853.40  
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**DATE: 7/9/10 JUNE SUPPLEMENTAL**

FUND 01 GROSS PAYROLL	\$	273,085.02
BENEFITS	\$	32,853.20
TOTAL	\$	305,938.22
FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$	17,424.82
BENEFITS	\$	4,416.27
TOTAL	\$	21,841.09
FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$	3,751.41
BENEFITS	\$	260.91
TOTAL	\$	4,012.32
FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$	14,615.28
BENEFITS	\$	2,006.41
TOTAL	\$	16,621.69
<b>DISTRICT TOTAL</b>	<b>\$</b>	<b>348,413.32</b>

Report: R0010A

Gross Wage &amp; Fringe Summary by Object for JUNE SUPPLEMENTAL 7/09/2010

Fiscal Year 2009/2010

Fund: 01 GEN FUND/CO SCHOOL SERV FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	81,062.92	0.00	81,062.92
1104	TEACHERS' SALARIES SUMMER SCHL	6,709.63	0.00	6,709.63
1105	TEACHERS' SALARIES SUBS	68,153.28	0.00	68,153.28
1120	HOME INSTRUCTION SALARIES	3,614.63	0.00	3,614.63
1200	CERT PUPIL SUPPORT SALARIES	5,765.25	0.00	5,765.25
1204	CERT PUPIL SUPPORT SAL SUMMER	1,999.40	0.00	1,999.40
1330	ASSISTANT SUPERINTENDENTS SAL	989.64	0.00	989.64
1900	OTHER CERTIFICATED SALARIES	30,463.93	0.00	30,463.93
2100	INSTRUCTIONAL AIDES' SALARIES	5,544.81	0.00	5,544.81
2104	INSTR AIDES SALARY SUMMER SCHL	738.44	0.00	738.44
2105	INSTR AIDES SALARIES SUBS	3,693.65	0.00	3,693.65
2200	CLASSIFIED SUPPORT SALARIES	38,211.27	0.00	38,211.27
2205	CLASS SUPPORT SALARIES SUBS	3,134.03	0.00	3,134.03
2300	CLASS SUPRVSRs' & ADMINS' SAL	2,027.47	0.00	2,027.47
2320	CLASS. ADMINISTRATOR SALARIES	3,338.96	0.00	3,338.96
2400	CLERICAL & OFFICE SALARIES	3,873.16	0.00	3,873.16
2407	CLERICAL AND OFFICE SAL HOURLY	10,631.95	0.00	10,631.95
2900	OTHER CLASSIFIED SALARIES	2,552.16	0.00	2,552.16
2905	OTHER CLASSIFIED SALARY SUBS	580.44	0.00	580.44
3101	STRS ON 1000 SALARIES	0.00	14,146.78	14,146.78
3102	STRS ON 2000 SALARIES	0.00	73.67	73.67
3201	PERS ON 1000 SALARIES	0.00	281.55	281.55
3202	PERS ON 2000 SALARIES	0.00	3,290.87	3,290.87
3311	OASDI ON 1000 SALARIES	0.00	202.78	202.78
3312	OASDI ON 2000 SALARIES	0.00	3,606.27	3,606.27
3321	FICA-MED ON 1000 SALARIES	0.00	2,766.70	2,766.70
3322	FICA-MED ON 2000 SALARIES	0.00	1,077.74	1,077.74
3331	ALTER. RETIREMENT ON 1000 SAL	0.00	360.43	360.43
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	544.90	544.90
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	1,430.99	1,430.99
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	535.12	535.12
3601	WORKER'S COMP INS ON 1000 SAL	0.00	3,300.90	3,300.90
3602	WORKER'S COMP INS ON 2000 SAL	0.00	1,234.50	1,234.50
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01 Fund Total:		273,085.02	32,853.20	305,938.22

Fund: 11 ADULT EDUCATION FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	8,398.04	0.00	8,398.04
1105	TEACHERS' SALARIES SUBS	121.20	0.00	121.20
1200	CERT PUPIL SUPPORT SALARIES	615.20	0.00	615.20
2100	INSTRUCTIONAL AIDES' SALARIES	8,290.38	0.00	8,290.38
3101	STRS ON 1000 SALARIES	0.00	589.00	589.00
3202	PERS ON 2000 SALARIES	0.00	292.68	292.68
3312	OASDI ON 2000 SALARIES	0.00	484.60	484.60
3321	FICA-MED ON 1000 SALARIES	0.00	94.08	94.08
3322	FICA-MED ON 2000 SALARIES	0.00	113.34	113.34
3411	HEALTH & WELFARE ON 1000 SALS	0.00	1,763.15	1,763.15
3412	HEALTH & WELFARE ON 2000 SALS	0.00	664.58	664.58
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	65.77	65.77

Report: R0010A

Gross Wage &amp; Fringe Summary by Object for JUNE SUPPLEMENTAL 7/09/2010

Fiscal Year 2009/2010

3502	STATE UNEMPLOY ON 2000 SALARY	0.00	59.69	59.69
3601	WORKER'S COMP INS ON 1000 SAL	0.00	151.69	151.69
3602	WORKER'S COMP INS ON 2000 SAL	0.00	137.69	137.69
11 Fund Total:		17,424.82	4,416.27	21,841.09
Fund: 12 CHILD DEVELOPMENT FUND				
Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	1,323.00	0.00	1,323.00
1340	CERT. ADMINISTRATOR SALARIES	1,793.29	0.00	1,793.29
2100	INSTRUCTIONAL AIDES' SALARIES	138.35	0.00	138.35
2900	OTHER CLASSIFIED SALARIES	496.77	0.00	496.77
3101	STRS ON 1000 SALARIES	0.00	109.14	109.14
3202	PERS ON 2000 SALARIES	0.00	5.16	5.16
3312	OASDI ON 2000 SALARIES	0.00	3.29	3.29
3321	FICA-MED ON 1000 SALARIES	0.00	19.18	19.18
3322	FICA-MED ON 2000 SALARIES	0.00	9.22	9.22
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	25.61	25.61
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	22.43	22.43
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	4.57	4.57
3601	WORKER'S COMP INS ON 1000 SAL	0.00	51.76	51.76
3602	WORKER'S COMP INS ON 2000 SAL	0.00	10.55	10.55
12 Fund Total:		3,751.41	260.91	4,012.32
Fund: 13 CAFETERIA FUND				
Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2200	CLASSIFIED SUPPORT SALARIES	11,819.92	0.00	11,819.92
2205	CLASS SUPPORT SALARIES SUBS	2,732.99	0.00	2,732.99
2206	CLASS SUPPORT SALARY OVERTIME	62.37	0.00	62.37
3202	PERS ON 2000 SALARIES	0.00	650.02	650.02
3312	OASDI ON 2000 SALARIES	0.00	563.65	563.65
3322	FICA-MED ON 2000 SALARIES	0.00	211.93	211.93
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	232.79	232.79
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	105.28	105.28
3602	WORKER'S COMP INS ON 2000 SAL	0.00	242.74	242.74
13 Fund Total:		14,615.28	2,006.41	16,621.69
District Total:		308,876.53	39,536.79	348,413.32



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *cg* Dr. Casey Goodall, Assoc. Superintendent of Business Services  
**DATE:** July 21, 2010  
**SUBJECT:** Approve Revolving Cash Fund Reports (May-June, 2010)

**BACKGROUND:** Each month the Financial Services Department submits summaries of revolving cash fund checks issued monthly to the Board of Trustees for review.

**RATIONALE:** The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #6 – Forming Partnerships.

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Revolving Cash Fund Reports (May-June, 2010).

**Prepared by:** S. Reed Call, Director of Financial Services



**Tracy Unified School District**  
**REVOLVING CASH FUND**  
May 2010

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
5/25/2010	8537	SIAM CAFE	P.O. 100296 BOARD DINNER	
			01-0000-0-0000-7150-4300-800-1001	-104.30
TOTAL				-104.30
5/25/2010	8538	ENTERPRISE REN...	P.O. 102735 VEHICLE RENTAL FOR W...	
			01-7230-0-1110-3600-5600-800-9702	-119.73
TOTAL				-119.73

Tracy Unified School District  
**REVOLVING CASH FUND**

June 2010

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
6/8/2010	8539	Kinder's Meats	P.O. 100294 BOARD DINNER	
			01-0000-0-0000-7150-4300-800-1001	-103.26
TOTAL				-103.26



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *Casey Goodall* Dr. Casey Goodall, Assoc. Superintendent for Business Services  
**DATE:** July 21, 2010  
**SUBJECT:** Approve Monthly Budget Adjustment Report-May-June, 2010

**BACKGROUND:** Each month the Financial Services Department submits a Budget Adjustment Report summarizing changes of amounts in object codes.

**RATIONALE:** These monthly reports include estimated revenues, expenditures, adjustments, and transfers and facilitate timely monitoring of the budget.

**FUNDING:** N/A

**RECOMMENDATION:** Approve Monthly Budget Adjustment Report

**Prepared by:** S. Reed Call, Director of Financial Services

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 10

FUND	APPROVED OBJECT	DESCRIPTION	07/26/2009 ADOPTED BUDGET	05/01/2010 REVISED BUDGET	BUDGET ADJUSTMENTS	05/31/2010 REVISED BUDGET
01	1100	TEACHERS' SALARIES	52,264,275.00	53,585,135.72	-856,351.18	52,728,784.54
	1200	CERT PUPIL SUPPORT SALARIES	2,967,097.00	3,165,027.60	-322,784.85	2,842,242.75
	1300	CERT SUPRVSR'S & ADMINS' SAL	5,172,933.00	4,937,888.00	-122,100.04	4,815,787.96
	1900	OTHER CERTIFICATED SALARIES	1,285,263.00	1,173,087.00	-45,093.51	1,127,993.49
	2100	INSTRUCTIONAL AIDES' SALARIES	3,941,545.00	4,041,066.90	-73,774.66	3,967,292.24
	2200	CLASSIFIED SUPPORT SALARIES	7,133,310.00	6,891,153.05	-113,337.87	6,777,815.18
	2300	CLASS SUPRVSR'S & ADMINS' SAL	1,646,626.00	1,725,860.37	-85,462.44	1,640,397.93
	2400	CLERICAL & OFFICE SALARIES	4,804,517.00	4,730,105.86	-192,638.75	4,537,467.11
	2900	OTHER CLASSIFIED SALARIES	422,394.00	400,164.00	-27,601.09	372,562.91
	3101	STRS ON 1000 SALARIES	5,050,907.00	5,139,204.84	-75,028.19	5,064,176.65
	3102	STRS ON 2000 SALARIES	7,740.00	7,564.00	-7,264.00	300.00
	3201	PERS ON 1000 SALARIES	73,622.00	80,471.00	5,245.33	85,716.33
	3202	PERS ON 2000 SALARIES	1,649,681.00	1,613,954.03	-13,209.44	1,600,744.59
	3311	OASDI ON 1000 SALARIES	43,846.00	48,994.00	3,584.86	52,578.86
	3312	OASDI ON 2000 SALARIES	931,904.00	933,575.13	8,960.91	942,536.04
	3321	FICA-MED ON 1000 SALARIES	793,954.00	806,978.16	-14,119.92	792,858.24
	3322	FICA-MED ON 2000 SALARIES	234,328.00	236,827.99	444.16	237,272.15
	3331	ALTER. RETIREMENT ON 1000 SAL	.00	9,493.00	175.00	9,668.00
	3332	ALTER. RETIREMENT ON 2000 SAL	33,257.00	39,748.33	1,427.42	41,175.75
	3411	HEALTH & WELFARE ON 1000 SALS	7,388,858.00	7,262,063.01	-197,209.62	7,064,853.39
	3412	HEALTH & WELFARE ON 2000 SALS	3,184,740.00	2,978,508.22	-91,589.54	2,886,918.68
	3501	STATE UNEMPLOY ON 1000 SALARY	185,148.00	188,190.50	-1,170.88	187,019.62
	3502	STATE UNEMPLOY ON 2000 SALARY	53,906.00	53,760.70	127.16	53,887.86
	3601	WORKER'S COMP INS ON 1000 SAL	1,024,927.00	1,046,358.49	-14,588.38	1,031,770.11
	3602	WORKER'S COMP INS ON 2000 SAL	298,437.00	296,205.91	146.04	296,351.95
	3711	OPEB,ALLOCATED, CERTIFICATED	978,763.00	1,272,017.00	.00	1,272,017.00
	3712	OPEB,ALLOCATED, CLASSIFIED	723,834.00	823,206.00	.00	823,206.00
	3801	PERS REDUCTION ON 1000 SALARY	25,107.00	25,144.00	.00	25,144.00
	3802	PERS REDUCTION ON 2000 SALARY	379,265.00	376,610.00	-4,113.00	372,497.00
	3911	TAXABLE FRINGE BEN ON 1000 SAL	20,520.00	18,360.00	.00	18,360.00
	3912	TAXABLE FRINGE BEN ON 2000 SAL	16,960.00	16,960.00	.00	16,960.00
	3999	BENEFIT PAYROLL ERRORS	.00	.00	.00	.00
	4100	TEXTBOOKS	840,561.00	427,330.00	40,501.00	467,831.00
	4200	BOOKS OTHER THAN TEXTBOOKS	139,641.00	413,974.06	-38,494.00	375,480.06
	4300	MATERIALS & SUPPLIES	10,457,289.64	13,407,435.22	-4,874,540.60	8,532,894.62
	4400	NON-CAPITALIZED EQUIPMENT	319,517.00	1,084,475.02	77,693.97	1,162,168.99
	5200	TRAVEL & CONFERENCES	81,231.00	206,897.60	-6,960.00	199,937.60
	5300	DUES & MEMBERSHIPS	29,854.00	49,533.00	-1,077.00	48,456.00
	5450	OTHER INSURANCE	714,987.00	714,987.00	.00	714,987.00
	5500	OPERATIONS & HOUSEKEEPING SRVC	3,919,222.00	3,918,822.00	-32,000.00	3,886,822.00
	5600	RENTS,LEASES,REPAIRS,IMPRVMTS	526,422.00	674,326.06	26,693.00	701,019.06
	5710	DIR COSTS FOR INTRPRG SERVICES	.00	.00	.00	.00
	5750	DIR COSTS FOR INTERFUND SVCS	-50,000.00	-53,859.00	-4,064.00	-57,923.00
	5800	OTHER SVCS & OPER EXPENDITURES	3,953,824.05	6,188,019.80	44,273.65	6,232,293.45
	5900	INTERGOVERNMENTAL FEES	424,579.00	690,640.26	47,335.56	737,975.82
	6200	BLDGS & IMPROVEMENT OF BLDGS	300,540.00	702,865.00	202,784.00	905,649.00
	6400	EQUIPMENT	310,270.00	178,253.00	382,945.00	561,198.00
	6500	EQUIPMENT REPLACEMENT	2,500.00	33,492.00	.00	33,492.00
	7130	STATE SPECIAL SCHOOLS	40,000.00	33,065.00	.00	33,065.00

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 10

FUND	APPROVED OBJECT	DESCRIPTION	07/26/2009 ADOPTED BUDGET	05/01/2010 REVISED BUDGET	BUDGET ADJUSTMENTS	05/31/2010 REVISED BUDGET
01	7142	TUITION, EXCESS COSTS TO COE	857,101.00	981,319.00	.00	981,319.00
	7310	TRANSFERS OF INDIRECT COSTS	.00	.00	.00	.00
	7350	TRANS OF INDIRECT - INTERFUND	-176,089.00	-207,946.00	.00	-207,946.00
	7438	DEBT SERVICE - INTEREST	6,596.00	6,978.00	.00	6,978.00
	7439	DEBT SERVICE - PRINCIPAL	131,541.00	149,120.00	82.00	149,202.00
	7615	FROM GEN/SPC/BLDG TO DEF MAINT	500,000.00	500,000.00	.00	500,000.00
	7619	OTHER AUTH INTRFND TRANSFRS OUT	59,774.00	59,774.00	.00	59,774.00
	TOTAL EXPENSE		126,126,124.69	134,083,183.83	-6,372,153.90	127,711,029.93

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 10

APPROVED			07/26/2009	05/01/2010	BUDGET	05/31/2010
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	8011	REVENUE LIMIT ST AID-CURR YEAR	59,526,398.00	56,737,609.00	398,940.00	57,136,549.00
	8019	REVENUE LIMIT ST AID-PRIOR YRS	.00	.00	.00	.00
	8021	HOME OWNERS EXEMPTION	322,754.00	272,230.00	4,875.00	277,105.00
	8029	OTHER SUBVENTIONS/IN-LIEU TAX	.00	20.00	-20.00	.00
	8040	COUNTY & DISTRICT TAXES	24,561,352.00	21,507,284.00	-4,825,307.00	16,681,977.00
	8042	UNSECURED ROLL TAXES	1,282,014.00	1,407,506.00	-13,780.00	1,393,726.00
	8043	PRIOR YEARS' TAXES	32,685.00	34,285.00	-12,507.00	21,778.00
	8044	SUPPLEMENTAL TAXES	1,017,624.00	90,236.00	-75,995.00	14,241.00
	8045	ED REVENUE AUGMENT FUND (ERAF)	2,330,754.00	2,438,081.00	122.00	2,438,203.00
	8046	SERAF	.00	.00	4,679,359.00	4,679,359.00
	8082	OTHER IN-LIEU TAXES	.00	.00	.00	.00
	8091	REVENUE LIMIT TRANSFERS	.00	.00	-2,743.00	-2,743.00
	8092	PERS REDUCTION TRANSFER	405,788.00	415,523.00	-7,092.00	408,431.00
	8096	TRANSFERS TO CHARTERS, IN LIEU	-1,508,886.00	-1,306,850.00	-105,280.00	-1,412,130.00
	8181	SP ED-ENTITLEMENT	2,154,364.00	4,866,325.00	.00	4,866,325.00
	8182	SP ED-DISCRETIONARY GRANTS	224,441.00	482,833.00	-7,736.82	475,096.18
	8285	INTERAGENCY CNTRCTS BTWN LEA'S	.00	84,111.00	17,029.00	101,140.00
	8290	ALL OTHER FEDERAL REVENUES	2,308,373.00	5,676,418.70	67,968.02	5,744,386.72
	8311	OTH ST APPORTIONMENTS-CURR YR	3,609,235.00	2,686,241.00	.00	2,686,241.00
	8434	CLASS SIZE REDUCTION K-3	3,297,737.00	3,326,526.00	.00	3,326,526.00
	8435	CLASS SIZE REDUCTION 9-12	.00	.00	.00	.00
	8560	STATE LOTTERY REVENUE	1,992,553.00	2,065,139.00	.00	2,065,139.00
	8590	ALL OTHER STATE REVENUES	6,064,148.00	5,991,601.55	-447,044.55	5,544,557.00
	8660	INTEREST	200,000.00	100,000.00	.00	100,000.00
	8675	TRANSPORTATION FEES FROM INDIV	175,000.00	194,533.00	5,189.00	199,722.00
	8677	INTERAGENCY SVCS BETWEEN LEA'S	941,231.00	942,540.00	3,991.00	946,531.00
	8689	ALL OTHER FEES & CONTRACTS	15,000.00	.00	.00	.00
	8699	ALL OTHER LOCAL REVENUES	996,444.00	2,062,953.45	157,585.00	2,220,538.45
	8792	TRANS OF APPORTION FROM CO OFF	3,935,636.00	4,177,339.00	.00	4,177,339.00
	8919	OTH AUTH INTERFUND TRANS IN	5,066,800.00	5,138,468.00	.00	5,138,468.00
	8972	PROCEEDS FROM CAPITAL LEASES	.00	.00	.00	.00
	8980	CONTRIBUTE FROM UNRSTRCTD REV	.00	-141.00	141.00	.00
	8990	CNTRIBUT/TRANS FRM RSTR/UNREST	.00	.00	.00	.00
	8997	TRANSFERS OF RESTRICTED BALANC	.00	.00	.00	.00
	8998	CATEGORICAL FLEX TRANSFERS	.00	.00	.00	.00
TOTAL REVENUE			118,951,445.00	119,390,811.70	-162,306.35	119,228,505.35

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 10

FUND	OBJECT	DESCRIPTION	BEGINNING BALANCE	05/01/2010 REVISED BALANCE	ADJUSTMENTS	05/31/2010 REVISED BALANCE
01	9770	DESIGNATED FOR ECON UNCERTAIN	-3,328,815.00	-3,328,815.00	.00	-3,328,815.00
	9780	OTHER DESIGNATIONS	-1,500,000.00	.00	.00	.00
	9790	UNDESIGNATED/UNAPPROPRIATED	-9,630,629.88	-3,612,937.44	-6,209,847.55	-9,822,784.99
	9791	BEGINNING BALANCE	-21,870,124.57	-21,870,124.57	.00	-21,870,124.57
	9793	AUDIT ADJUSTMENTS	.00	.00	.00	.00
	9795	OTHER RESTATEMENTS	.00	.00	.00	.00
	9798	BUDGET FUND BALANCE OFFSET	14,695,444.88	7,177,752.44	6,209,847.55	13,387,599.99
	9799	K12 NET GAIN OR LOSS	.00	14,692,372.13	-6,209,847.55	8,482,524.58

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 10

FUND	APPROVED OBJECT	DESCRIPTION	07/26/2009 ADOPTED BUDGET	06/01/2010 REVISED BUDGET	BUDGET ADJUSTMENTS	06/30/2010 REVISED BUDGET
01	1100	TEACHERS' SALARIES	52,264,275.00	52,728,784.54	47,146.82	52,775,931.36
	1200	CERT PUPIL SUPPORT SALARIES	2,967,097.00	2,842,242.75	4,069.44	2,846,312.19
	1300	CERT SUPRVSRs' & ADMINS' SAL	5,172,933.00	4,815,787.96	.00	4,815,787.96
	1900	OTHER CERTIFICATED SALARIES	1,285,263.00	1,127,993.49	6,385.17	1,134,378.66
	2100	INSTRUCTIONAL AIDES' SALARIES	3,941,545.00	3,967,292.24	7,008.37	3,974,300.61
	2200	CLASSIFIED SUPPORT SALARIES	7,133,310.00	6,777,815.18	7,479.00	6,785,294.18
	2300	CLASS SUPRVSRs' & ADMINS' SAL	1,646,626.00	1,640,397.93	544.63	1,640,942.56
	2400	CLERICAL & OFFICE SALARIES	4,804,517.00	4,537,467.11	4,531.34	4,541,998.45
	2900	OTHER CLASSIFIED SALARIES	422,394.00	372,562.91	2,595.76	375,158.67
	3101	STRS ON 1000 SALARIES	5,050,907.00	5,064,176.65	3,488.35	5,067,665.00
	3102	STRS ON 2000 SALARIES	7,740.00	300.00	74.00	374.00
	3201	PERS ON 1000 SALARIES	73,622.00	85,716.33	87.00	85,803.33
	3202	PERS ON 2000 SALARIES	1,649,681.00	1,600,744.59	163.79	1,600,908.38
	3311	OASDI ON 1000 SALARIES	43,846.00	52,578.86	101.00	52,679.86
	3312	OASDI ON 2000 SALARIES	931,904.00	942,536.04	396.94	942,932.98
	3321	FICA-MED ON 1000 SALARIES	793,054.00	792,858.24	1,037.32	793,895.56
	3322	FICA-MED ON 2000 SALARIES	234,328.00	237,272.15	322.78	237,594.93
	3331	ALTER. RETIREMENT ON 1000 SAL	.00	9,668.00	216.53	9,884.53
	3332	ALTER. RETIREMENT ON 2000 SAL	33,257.00	41,175.75	403.06	41,578.81
	3411	HEALTH & WELFARE ON 1000 SALS	7,388,858.00	7,064,853.39	.00	7,064,853.39
	3412	HEALTH & WELFARE ON 2000 SALS	3,184,740.00	2,886,918.68	37.24	2,886,955.92
	3501	STATE UNEMPLOY ON 1000 SALARY	185,148.00	187,019.62	395.93	187,415.55
	3502	STATE UNEMPLOY ON 2000 SALARY	53,906.00	53,887.86	97.51	53,985.37
	3601	WORKER'S COMP INS ON 1000 SAL	1,024,927.00	1,031,770.11	954.38	1,032,724.49
	3602	WORKER'S COMP INS ON 2000 SAL	298,437.00	296,351.95	361.19	296,713.14
	3711	OPEB,ALLOCATED, CERTIFICATED	978,763.00	1,272,017.00	.00	1,272,017.00
	3712	OPEB,ALLOCATED, CLASSIFIED	723,834.00	823,206.00	.00	823,206.00
	3801	PERS REDUCTION ON 1000 SALARY	25,107.00	25,144.00	.00	25,144.00
	3802	PERS REDUCTION ON 2000 SALARY	379,265.00	372,497.00	.00	372,497.00
	3911	TAXABLE FRINGE BEN ON 1000 SAL	20,520.00	18,360.00	.00	18,360.00
	3912	TAXABLE FRINGE BEN ON 2000 SAL	16,960.00	16,960.00	.00	16,960.00
	3999	BENEFIT PAYROLL ERRORS	.00	.00	.00	.00
	4100	TEXTBOOKS	840,561.00	467,831.00	15,429.00	483,260.00
	4200	BOOKS OTHER THAN TEXTBOOKS	139,641.00	375,480.06	6,426.00	381,906.06
	4300	MATERIALS & SUPPLIES	10,457,289.64	8,532,894.62	-107,235.91	8,425,658.71
	4400	NON-CAPITALIZED EQUIPMENT	319,517.00	1,162,168.99	3,608.32	1,165,777.31
	5200	TRAVEL & CONFERENCES	81,231.00	199,937.60	10,540.20	210,477.80
	5300	DUES & MEMBERSHIPS	29,854.00	48,456.00	.00	48,456.00
	5450	OTHER INSURANCE	714,987.00	714,987.00	.00	714,987.00
	5500	OPERATIONS & HOUSEKEEPING SRVC	3,919,222.00	3,886,822.00	39,526.96	3,926,348.96
	5600	RENTS,LEASES,REPAIRS,IMPRVMTS	526,422.00	701,019.06	15,276.06	716,295.12
	5710	DIR COSTS FOR INTRPRG SERVICES	.00	.00	.00	.00
	5750	DIR COSTS FOR INTERFUND SVCS	-50,000.00	-57,923.00	-511.00	-58,434.00
	5800	OTHER SVCS & OPER EXPENDITURES	3,953,824.05	6,232,293.45	74,461.72	6,306,755.17
	5900	INTERGOVERNMENTAL FEES	424,579.00	737,975.82	-1,046.90	736,928.92
	6200	BLDGS & IMPROVEMENT OF BLDGS	300,540.00	905,649.00	.00	905,649.00
	6400	EQUIPMENT	310,270.00	561,198.00	27,220.00	588,418.00
	6500	EQUIPMENT REPLACEMENT	2,500.00	33,492.00	.00	33,492.00
	7130	STATE SPECIAL SCHOOLS	40,000.00	33,065.00	.00	33,065.00



75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 10

APPROVED			07/26/2009	06/01/2010	BUDGET	06/30/2010
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	7142	TUITION, EXCESS COSTS TO COE	857,101.00	981,319.00	.00	981,319.00
	7310	TRANSFERS OF INDIRECT COSTS	.00	.00	.00	.00
	7350	TRANS OF INDIRECT - INTERFUND	-176,089.00	-207,946.00	1,590.00	-206,356.00
	7438	DEBT SERVICE - INTEREST	6,596.00	6,978.00	.00	6,978.00
	7439	DEBT SERVICE - PRINCIPAL	131,541.00	149,202.00	.00	149,202.00
	7615	FROM GEN/SPC/BLDG TO DEF MAINT	500,000.00	500,000.00	.00	500,000.00
	7619	OTHER AUTH INTRFND TRANSFRS OUT	59,774.00	59,774.00	110,000.00	169,774.00
TOTAL EXPENSE			126,126,124.69	127,711,029.93	283,182.00	127,994,211.93

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 10

APPROVED			07/26/2009	06/01/2010	BUDGET	06/30/2010
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	8011	REVENUE LIMIT ST AID-CURR YEAR	59,526,398.00	57,136,549.00	.00	57,136,549.00
	8019	REVENUE LIMIT ST AID-PRIOR YRS	.00	.00	.00	.00
	8021	HOME OWNERS EXEMPTION	322,754.00	277,105.00	.00	277,105.00
	8029	OTHER SUBVENTIONS/IN-LIEU TAX	.00	.00	.00	.00
	8040	COUNTY & DISTRICT TAXES	24,561,352.00	16,681,977.00	.00	16,681,977.00
	8042	UNSECURED ROLL TAXES	1,282,014.00	1,393,726.00	.00	1,393,726.00
	8043	PRIOR YEARS' TAXES	32,685.00	21,778.00	.00	21,778.00
	8044	SUPPLEMENTAL TAXES	1,017,624.00	14,241.00	.00	14,241.00
	8045	ED REVENUE AUGMENT FUND (ERAF)	2,330,754.00	2,438,203.00	.00	2,438,203.00
	8046	SERAF	.00	4,679,359.00	.00	4,679,359.00
	8082	OTHER IN-LIEU TAXES	.00	.00	.00	.00
	8091	REVENUE LIMIT TRANSFERS	.00	-2,743.00	.00	-2,743.00
	8092	PERS REDUCTION TRANSFER	405,788.00	408,431.00	.00	408,431.00
	8096	TRANSFERS TO CHARTERS, IN LIEU	-1,508,886.00	-1,412,130.00	.00	-1,412,130.00
	8181	SP ED-ENTITLEMENT	2,154,364.00	4,866,325.00	.00	4,866,325.00
	8182	SP ED-DISCRETIONARY GRANTS	224,441.00	475,096.18	.00	475,096.18
	8285	INTERAGENCY CNTRCTS BTWN LEA'S	.00	101,140.00	.00	101,140.00
	8290	ALL OTHER FEDERAL REVENUES	2,308,373.00	5,744,386.72	17,171.00	5,761,557.72
	8311	OTH ST APPORTIONMENTS-CURR YR	3,609,235.00	2,686,241.00	.00	2,686,241.00
	8434	CLASS SIZE REDUCTION K-3	3,297,737.00	3,326,526.00	.00	3,326,526.00
	8435	CLASS SIZE REDUCTION 9-12	.00	.00	.00	.00
	8560	STATE LOTTERY REVENUE	1,992,553.00	2,065,139.00	.00	2,065,139.00
	8590	ALL OTHER STATE REVENUES	6,064,148.00	5,544,557.00	8,909.00	5,553,466.00
	8660	INTEREST	200,000.00	100,000.00	.00	100,000.00
	8675	TRANSPORTATION FEES FROM INDIV	175,000.00	199,722.00	.00	199,722.00
	8677	INTERAGENCY SVCS BETWEEN LEA'S	941,231.00	946,531.00	.00	946,531.00
	8689	ALL OTHER FEES & CONTRACTS	15,000.00	.00	.00	.00
	8699	ALL OTHER LOCAL REVENUES	996,444.00	2,220,538.45	118,577.00	2,339,115.45
	8792	TRANS OF APPORTION FROM CO OFF	3,935,636.00	4,177,339.00	.00	4,177,339.00
	8919	OTH AUTH INTERFUND TRANS IN	5,066,800.00	5,138,468.00	.00	5,138,468.00
	8972	PROCEEDS FROM CAPITAL LEASES	.00	.00	27,220.00	27,220.00
	8980	CONTRIBUTE FROM UNRSTRCTD REV	.00	.00	.00	.00
	8990	CNTRIBUT/TRANS FRM RSTR/UNREST	.00	.00	.00	.00
	8997	TRANSFERS OF RESTRICTED BALANC	.00	.00	.00	.00
	8998	CATEGORICAL FLEX TRANSFERS	.00	.00	.00	.00
TOTAL REVENUE			118,951,445.00	119,228,505.35	171,877.00	119,400,382.35

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 10

FUND	OBJECT	DESCRIPTION	BEGINNING BALANCE	06/01/2010 REVISED BALANCE	ADJUSTMENTS	06/30/2010 REVISED BALANCE
01	9770	DESIGNATED FOR ECON UNCERTAIN	-3,328,815.00	-3,328,815.00	.00	-3,328,815.00
	9780	OTHER DESIGNATIONS	-1,500,000.00	.00	.00	.00
	9790	UNDESIGNATED/UNAPPROPRIATED	-9,630,629.88	-9,822,784.99	111,305.00	-9,711,479.99
	9791	BEGINNING BALANCE	-21,870,124.57	-21,870,124.57	.00	-21,870,124.57
	9793	AUDIT ADJUSTMENTS	.00	.00	.00	.00
	9795	OTHER RESTATEMENTS	.00	.00	.00	.00
	9798	BUDGET FUND BALANCE OFFSET	14,695,444.88	13,387,599.99	-111,305.00	13,276,294.99
	9799	K12 NET GAIN OR LOSS	.00	8,482,524.58	111,305.00	8,593,829.58



# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** *cg* Dr. Casey Goodall, Assoc. Superintendent of Business Services  
**DATE:** July 21, 2010  
**SUBJECT:** Approve Accounts Payable Warrants (May-June, 2010)

**BACKGROUND:** Each month the Financial Services Department submits summaries of warrants issued monthly to the Board of Trustees for review.

**RATIONALE:** The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #6 – Forming Partnerships.

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Accounts Payable Warrants (May-June, 2010)

**Prepared by:** S. Reed Call, Director of Financial Services



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** *cyg* Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** July 30, 2010  
**SUBJECT:** **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District.**

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

1. Tracy Unified School District/Kimball High School: From: NUMMI (New United Motor Manufacturing, Inc). The donation has a value of approximately \$2,000.00. This donation included miscellaneous used office supplies.
2. Tracy Unified School District/Louis Bohn Elementary School: From: Louis Bohn Parent Club. c/o Louis Bohn Elementary School. The donation is in the amount of \$2,300.00. (check #2166). This donation was used to pay for the 4<sup>th</sup> and 5<sup>th</sup> grade field trips at the end of the 2010 school year.
3. Tracy Unified School District/Louis Bohn Elementary School: From: Louis Bohn Parent Club. c/o Louis Bohn Elementary School. The donation is in the amount of \$508.86. (check #2143). This donation was used to pay for the classroom balance of the year end field trip from the 2010 school year.

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

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

**FUNDING:** Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies,

repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** July 27, 2010  
**SUBJECT:** Approve Assembly Vendors and Site Assembly Utilization Calendars

**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.

**Rationale:** School site assemblies require pre-approval to ensure three different documents are in place: an approved contract; a certificate of insurance; an endorsement letter naming the district an additional insured. In addition, all assemblies are reviewed to ensure the content is appropriate for student audiences, and that conflicts do not occur with other school site or district events.

To that end, the attached list of vendors has met all of the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students. Additionally, the attached calendar of events has been reviewed to ensure the date and time of the event does not conflict with other site or district events.

This list will be updated monthly and presented to the board for approval.

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

**Recommendation:** Approve Assembly Vendors and Site Assembly Utilization Calendars

Prepared by: Cindy Everhart, Facility Use Secretary

<b>Board Approved</b>	<b>Vendor</b>	<b>Insurance Expires</b>
5/16/09	Marquis Entertainment - DJ Service, Marquis - 951-1982, www.marquisentdjs.com, enmar3@yahoo.com	6/7/2010
2/12/2008	Storyteller - Linda Gorham, 630.851.9415, lgorham2@aol.com	7/15/2010
10/9/07	Prismatic Magic - Christopher Volpe -973-283-9006 chris@prismaticmagic.com	7/16/2010
12/8/2009	Family Law Service Center - Tony 948-1171, familylawsc@hotmail.com	8/1/2010
10/13/09	Tailspin Productions - Terry Ruiz, 925.413.0979, 830.9510, terry@tailspinevents.com, www.tailspinevents.com	8/4/2010
11/13/07	Bureau of Lectures & Ancient Artifacts John Tacha, 800.255.0084, www.assemblyline.com/index.html bureau@assemblyline.com	8/20/2010
8/28/2007	Theater for Children, B Street Theater Programs, Lea Ladd, 916.443.5391 x112	8/28/2010
10/9/07	Mad Science, Danielle Mae Lee, danielle@madsciencesacto.com, 916-736-2924	12/1/2010
8/28/07	Academic Entertainment Timothy Busfield 916 442 5635	12/10/2010
8/25/11	Soul Shoppe, Vicki Abadesco, 415.333.9347, info@soulshoppe.com	2/1/2011
10/9/07	Percussion Discussion Ken Bergmann's 925-755-3786 percuss@pacbell.net	2/26/2011
2/9/10	San Francisco Shakespeare Festival - Leslie Breton, 415.558.0888, www.sfshakes.org, wwwsfshakes.org/tour/index.html	3/22/2011
4/28/09	Color Me Mine, Angie Long , 834.8910, tracy@colormemine.com, www.tracy.colormemine.com	4/4/2011
2/12/08	Toucan Jam, Sue Lomolino - www.toucanjam.net, 832-0331, sue@theothercheek.com	4/25/2011
2/12/08	Terry Donaldson - Sparkles the Clown, 835-8383, www.sparklesdelight.com	5/1/2011



2/12/08	Denis Martinez - Ravioli the Clown, , 835.3535, www.raviolitheclown.com	5/1/2011
8/28/07	Horizon Intertainment - Teen Truth Anti Bully JC Pohl 818 755 8800 , jc@teentruthlive.com	5/18/2011
10/23/07	Lawrence Hall of Science, 510-642-1700, pfsreq@berkeley.edu, www.lawrencehallofscience.org	Indemnification approved, Tier 1
10/9/07	McDonalds Tammi Beck 916-962-1982	NO Charge, Tier 1
10/9/07	NASA Karin Costa 650-604-6077	NO Charge, Tier 1
10/9/07	Otto the Auto Wendy Sanchez 415-565-2676 wendy_sanchez@csaa.com	NO Charge, Tier 1
10/9/07	Sandia Labs Simone Williams 925-294-2609 srwilli@sandia.gov	NO Charge, Tier 1
2/10/09	JOE FOSS Institute, 480.348.0316, www.jfiweb.org	NO Charge, Tier 1



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Services  
**DATE:** July 19, 2010  
**SUBJECT:** Ratify Contract with Carol Lehman, M.S., CCG-SLP

**BACKGROUND:** Special education students may require specialized instruction and support from outside service providers. The District has contracted with Carol Lehman in previous years to provide augmentative communication support to children with autism. Carol is currently providing augmented communication services to children with autism via their IEP's, with the possibility of more students requiring her specialized skills. Mrs. Lehman also provides assessments in the area of augmentative communication needs. Ratification is necessary so that services specified on IEPs can be provided in a compliant manner.

**RATIONALE:** These particular children continue to require specialized services in the area of augmented communication and the District does not have any personnel with the appropriate skills or knowledge to provide student and staff training in the area of augmentative communication. Nonpublic agency contracted services are part of the continuum of services districts must provide to students with exceptional needs. This request supports the following District Goals: Goal 1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap. Goal 2: Provide a safe environment for students and staff that is conducive to learning. Goal 6: Provide training and staff development opportunities that are designed to improve knowledge and skills of all employees. Goal 7: Develop and utilize partnerships that contribute to the achievement of District Goals.

**FUNDING:** Expenses for this contract are billed at \$97.00 per hour for direct service, \$72.75 per hour for programming the augmented communication devices and IEP meeting attendance, and \$582.00 for initial assessments. Total contract expenses will not exceed \$37,000.00 from July 1, 2010 through June 30, 2011. Special education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Contract with Carol Lehman, M.S., CCG-SLP  
**Prepared by:** Dr. Janet Skulina, 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 Carol A. Lehman, M.S., CCC-SLP, 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: **Augmented communication specialist consultation to IEP team; augmented communication assessments. Services include direct contact with pupil for training and use of speech-generating device; training and consultation on the use of the device to team members including parent(s), teacher, aides, occupational therapist, district SLP and behaviorist. Services also include attendance at IEP meetings 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 **410 HOURS per year** 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 **\$97 per HOUR for direct contact and training; \$72.75 per HOUR for IEP and staff meeting attendance, programming of augmentative devices; and \$582.00 for initial assessments not to exceed a total of \$37,000.00 for this contract.** 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 invoices 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, 2010, and shall terminate on June 30, 2011.
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, Dr. Janet Skulina (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<sup>59</sup> 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:**

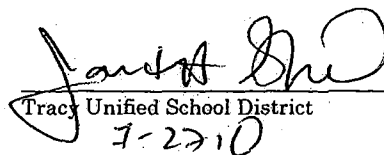
\_\_\_\_\_  
Consultant Signature (1)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

  
Tracy Unified School District  
7-27-10

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Special Education  
Title

\_\_\_\_\_  
01-6500-0-5750-1180-5800-800-2542  
Account Number to be Charged

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

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


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

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

- (1) Whenever organizational names are used, the authorized signature must include title, such as president.
- ) 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 and Human Resources  
**DATE:** July 22, 2010  
**SUBJECT:** Ratify Master Contract with NPS, Spectrum Center, Inc.

**BACKGROUND:** Two Tracy Unified students with IEPs attend Spectrum Center School, a nonpublic program for students with exceptional needs. The IEP teams for the students determined that the needs of these children could not be met in a public school placement at this time. This is an extension of previously approved contracts. Ratification is requested to prevent a lag in services, per state and federal law.

**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' needs for intensive intervention. This request supports District Goal #2: Provide a safe environment for students and staff that is conducive to learning.

**FUNDING:** The total contract expenses for this school year includes per diem costs for basic education and related services including one on one aide time, speech and language and occupational therapy. Expenses will not exceed \$110,652.00. 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 with NPS, Spectrum Center, Inc.

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

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

**MASTER CONTRACT**

Contract year 2010/2011

Contract Number \_\_\_\_\_

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

This Master Contract is made and entered into this 1st day of July 2010 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 and 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.

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.

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.

**CONTRACT RELATIONS AND INSURANCE PROVISION**

**1. MODIFICATIONS AND AMENDMENTS**

his 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:

Gail Debiec, Sr. VP Operations ESA-Spectrum

Name

SPECTRUM CENTER                      244-7536-0

Nonpublic School/Agency              State ID

16360 San Pablo Ave.

Address

San Pablo, CA 94806

City/State/Zip

0741-5440

Phone

Tax ID #

Notices to LEA shall be addressed to:

Aida Jauregui

Name

Tracy Unified School District

LEA

1875 West Lowell Ave

Address

Tracy, CA 95376

City/State/Zip

209-830-3270

Phone

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

### **3. SUBCONTRACT AND ASSIGNMENT**

CONTRACTOR shall neither enter into subcontracts or assignments for any of the work contemplated under this contract nor assign this contract without notifying 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 upon request to LEA a copy of its current bylaws or most recently adopted partnership agreement and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. CONTRACTOR promises and attests that the CONTRACTOR and any member of the Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or potentially constitutes a conflict of interest, but not limited to, employment with LEA.

### **6. TERMINATION**

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

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

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

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

### **7. INSPECTION AND AUDIT**

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

### **8. INDEMNIFICATION**

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

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

For the purpose of this contract, "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

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

#### **12. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS**

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 thirty (30) days of change.



### **13. CALENDARS**

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.

### **14. INSTRUCTIONAL MINUTES**

The minimum total number of instructional minutes per school day provided by CONTRACTOR shall meet the requirements of the Education Code 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.

### **15. EDUCATIONAL PROGRAM**

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.

### **16. COMPLIANCE WITH LAWS AND REGULATIONS**

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

### **17. ATTENDANCE REPORTING**

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.

### **18. MONITORING**

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 announced monitoring visits. LEA representatives making site visits will initially report to CONTRACTOR'S site administrative office.

## 19. PARENT ACCESS

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.

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.

## 20. PAYMENT FOR ABSENCES

Two accounting/billing options are offered at the discretion of the LEA: "Excused Absence" or "Positive Attendance."

### Excused Absence:

No later than the 10<sup>th</sup> consecutive day of a pupil's absence, CONTRACTOR shall notify LEA of such absence. If CONTRACTOR fails to provide such notice by the 10<sup>th</sup> day of consecutive absence, CONTRACTOR shall not be compensated for services delivered during continuing absence after the 10<sup>th</sup> consecutive day of absence. The LEA shall not be responsible for *full* payment for more than ten (10) cumulative days of excused absences in one semester unless a written time extension is granted by LEA.

LEA shall not be responsible for payment for days of unexcused absences.

All excused absences must be verified and the documentation must be kept for at least five (5) years from the date of origination.

Only the individuals listed below may verify the reason for absence:

- a. School or public health nurse
- b. Physician
- c. Principal
- d. Teacher
- e. School employee assigned to make such verification
- f. Student eighteen years of age or over
- g. Parent

Any reasonable method which established the reason for the absence may be used:

- a. Written note from parent, guardian, representative or adult pupil (over 18 or emancipated)
- b. Telephone conversation with parent, guardian, representative, or adult pupil (over 18 or emancipated)

Standards for excused absences are defined in the Education Code. CONTRACTOR is responsible for verification of excused absence in accordance with current requirements.

### Positive Attendance:

A factor of 1.055 shall be applied to all approved rates when a Positive Attendance method is used. Actual days of attendance without exception shall be counted as a unit of service.

## 21. GENERAL PROGRAM OF INSTRUCTION

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.

**22. LEA PUPIL CHANGE OF RESIDENCE**

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.

**23. WITHDRAWAL OF LEA PUPIL FROM PROGRAM**

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

**24. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**25. MANDATED REPORTING REQUIREMENTS**

CONTRACTOR agrees to inform the LEA in writing when it becomes aware of circumstances that may require notification be made to other agencies if said agencies approve of communication. Such circumstances include, but are not limited to, allegations or suspicion of physical, sexual or emotional abuse, neglect or exploitation, injuries resulting from physical restraint, and Behavioral Emergency Reports. CONTRACTOR represents and warrants that all of CONTRACTOR'S staff, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures as specified in the California Penal Code.

CONTRACTOR agrees to provide annual training to all employee and volunteer staff regarding mandated child abuse reporting laws, and shall maintain documentation, signed by each staff member receiving such training. CONTRACTOR agrees that its obligations to report incidents of abuse or neglect to the LEA are in addition to, and not in lieu of, CONTRACTOR's obligation to immediately report suspected abuse or neglect to the appropriate public authorities.

CONTRACTOR shall maintain confidential records of any report of suspected child abuse and shall inform the LEA by mail within 24 hours of becoming aware of circumstances including, but not limited to allegations of abuse involving a staff member or school volunteer.

CONTRACTOR shall notify the LEA of general concerns regarding the health and safety of a pupil that may impact the pupil's educational program, including the need for mental health services, injuries requiring medical attention or injuries resulting from physical restraint.

**26. LEA PUPIL PROGRESS REPORTS**

Progress reports shall be sent by CONTRACTOR to LEA no later than December 1, 2010 and June 15, 2011. 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.

**27. MAINTENANCE OF RECORDS**

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.

**28. FACILITY MODIFICATIONS**

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

**29. NON-DISCRIMINATION**

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.

**30. IEP TEAM MEETINGS**

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.

**31. DUE PROCESS PROCEEDINGS**

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.

**32. PAYMENT FROM OUTSIDE AGENCIES**

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

**33. 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).

**34. 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.

**35. 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.

**36. BILLING PROCEDURES**

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.

# Payment Provision

## Rate Schedule - Perdiem

2010-2011 Perdiem Rates

Education service(s) offered by Spectrum Center, and the charges for such service(s) during the term of 2010-2011, shall be as follows:

A. Basic Education Program		Billable Days/Year	Period
Perdiem	\$186.00	210	July 1, 2010 - June 30, 2011
B. Related Services			
1 a. Transportation	district shall pay third party costs plus 10% admin fee		
2 a. Adaptive Physical Education-Individual & Consult	\$41.00	1/2 hr session	
b. Adaptive Physical Education-Group	\$29.00	1/2 hr session	
c. Adaptive Physical Education Evaluation	\$136.00		
3 a. Language/Speech Therapy-Individual & Consult*	\$43.00	1/2 hr session	
b. Language/Speech Therapy-Group	\$28.00	1/2 hr session	
c. Language/Speech Therapy Evaluation	\$299.00		
4 a. Occupational Therapy-Individual & Consult	\$53.00	1/2 hr session	
b. Occupational Therapy-Group	\$42.00	1/2 hr session	
c. Occupational Therapy Evaluation	\$377.00		
5 a. Individual Counseling	\$53.00	1/2 hr session	
b. Group Counseling	\$40.00	1/2 hr session	
6 a. One-to-One Instructional Aide	\$100.00	per day	
b. One-to-One Instructional Aide- Half Time	\$50.00	per day	
c. One-to-One Instructional Aide-Specialized Services	\$140.00	per day	

\*Includes Augmentative Services

**37. OTHER PROVISIONS**

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.

**38. INTEGRATION OF CONTRACT**

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.

**39. GOVERNING LAW**

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, 2010 and terminates at 5:00 p.m. on June 30, 2011 unless sooner terminated as provided herein.

SPECTRUM CENTER, INC.

Gail Debiec

By: Gail Debiec

Title: Sr. VP Operations ESA/Spectrum

Date: 7/4/10

LEA: TRACY UNIFIED SCHOOL DISTRICT

Janet A Skulina

By (print name): Janet A Skulina

Title: Director of Special Education

Date: 7-27-10

**ADDENDUM TO MASTER CONTRACT/AGREEMENT  
2010-2011**

Subject to the remaining terms of the Master Contract, LEA hereby acknowledges and permits CONTRACTOR to subcontract with the independent contractors identified below to perform the Individual Service Agreements during the term of this Master Contract. CONTRACTOR agrees to notify LEA of any changes in the subcontractors identified in this addendum.

CONTRACTOR: Spectrum Center

LEA: Tracy Unified School District

By: Gail Debiec

By: Janet A Skulina

Name: Gail Debiec

Name: Janet A Skulina

Title: Sr. Vice President Operations ESA/Spectrum

Title: Director of Special Education

**LIST OF 2010-2011 SUB-CONTRACTORS**

1. Progressus Therapy, Tiburon, CA
2. Communication Works, Oakland, CA
3. Professional Placement Resources, Inc.
4. 360 Degree Customer Inc., San Jose, CA
5. Lights On Learning Academy, Calistoga, CA
6. Monica C. Villar
7. Monarch Speech and Language



**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** June 21, 2010  
**SUBJECT:** Ratify Master Contract and Individual Service Agreement with South San Joaquin Education Center

**BACKGROUND:** Several children with significant mental health and behavioral needs were placed initially in Children's Home of Stockton. However, the placement was not suitable for their high level of need and an immediate transfer to another non-public school was needed. IEP reviews were held subsequent to the necessary placement at South San Joaquin Education Center. Ratification is necessary so that services specified on IEPs can be provided in a compliant manner.

**RATIONALE:** Less restrictive settings were either not appropriate to meet student needs or not available. Districts must offer a continuum of services, including non-public, to students with exceptional needs. This request supports Strategic Goal 1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap.

**FUNDING:** Contract expenses for basic education for the 2010-2011 school year include per diem cost of \$149.00 per day for 180 days with \$37.97 per day for Transportation. Invoice charges for the service agreement will not exceed \$80,978.40. Non-public tuition expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542. Non-public school expenditures beyond funding base are reimbursed at 70% through San Joaquin County of Education SELPA funds.

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

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



**San Joaquin County SELPA**  
**CONTRACT YEAR -2010-2011**

**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<sup>st</sup> day of July, between the Tracy Unified School District (district, county office of education, a charter school participating as a member of the special education local plan area, or special education local plan area), county of San Joaquin hereinafter referred to as the local educational agency ("LEA") and South San Joaquin (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

### 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.

### 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, Ed.D, Director of Special Education

Name

Tracy Joint 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

Nonpublic School/Agency

10623 E Hwy 120

Address

Manteca

CA 945336

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

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.
- 7.4. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the -LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund.

## 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.
- 13.4. Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or related services for a child. (California Education Code section 56028)

### 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. Personnel will provide services only within the professional scope of practice of each provider's license, certification, and /or credential.
- 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, subcontractors, and employees to submit fingerprints consistent with California EC Section 44237 and 45125.1. The CONTRACTOR may waive this requirement for subcontractors if CONTRACTOR determines that it is not required to fingerprint a subcontractor pursuant to EC Section 45125.1(a) (contractor is not performing school/classroom janitorial, school site administrative or grounds and landscape maintenance, pupil transportation or school site food-related work), EC Section 45125.1(b) (service being performed in emergency or exceptional situation when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable), EC Section 45125.1(c) (Contractor determines that subcontractor will have limited contact with pupils), or EC 45125.2 (steps have been taken to ensure safety of pupils from construction subcontractors by one of the

- designated methods). 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.
  - 15.11. In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties.

### **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 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 parent's 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 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, Ed.D, 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).
- 17.10.1. CONTRACTOR shall notify the LEA in writing (email or fax) once transportation has been arranged and a new student is ready to begin attending. The LEA will contact the CONTRACTOR and transportation company, if applicable, to verify a start date and authorize payment.
- 17.10.2. CONTRACTOR shall notify the LEA in writing (email or fax) within 24 hours of anticipated start and drop dates, including change of student residence.
- 17.10.3. CONTRACTOR shall send monthly attendance from student database within one week of the reporting period to assist the LEA in the pursuit of the SARB process for truant students.

## 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 personnel appropriate to represent the DIS services at required IEP/ITP meetings.
- 19.2. When requested, LEA shall provide CONTRACTOR within three (3) business days, a copy of each pupil's IEP and assessment information (e.g.: psycho-educational reports) in advance of the IEP meeting.
- 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. This evaluation shall include consideration of supplementary aids and services, goals and objectives and behavioral programming necessary for placement in the LRE and to enable students to transition to a less restrictive setting.
- 19.5. The CONTRACTOR is expected to have draft IEP present levels, goals and objectives, (BSP) Behavior Support Plans, and ( ITP) Individual Transition Plan, if appropriate, completed and entered into the appropriate electronic forms a minimum of 7 days prior to the IEP meeting so that the LEA can review the documents.
- 19.6. The CONTRACTOR must email or fax written notice to the LEA 30 days prior to an IEP meeting due date (75 days prior to a triennial) to ensure all parties awareness of an upcoming meeting. Failure to do so resulting in out-of-compliance IEPs, may, at the discretion of the LEA, result in withholding of payment at the daily rate until such time as the IEP meeting is held and is no longer out-of-compliance. Students that are enrolled within the above timeframes shall have the NPS notify the LEA within 5 days of the annual or triennial.

**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.
- 20.7. Any off-campus trips, whether walking or by transportation in a vehicle, require notification of parents (guardian) and signature giving permission for these trips. The date and time of the trip must be included in the permission form. These permission forms are to be kept on record at the school site.

## 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 removed from the instructional setting, by a school official, due to disciplinary issues, 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 amount of time suspended.

## 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 Program Monitoring ("CPM") 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.

#### **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 quarter, 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 10<sup>th</sup> 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, CAHSEE, 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 within five (5) days, and fax it to the LEA, 209-830-3274 Attn: Janet Skulina, Ed.D, Director of Special Education anytime restraint has been used.

- 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 severe property destruction, law enforcement, allegations of molestation, child abuse, 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.
- 29.5. CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting children who have departed campus without authorization as specified in California Education Code section 49370.

### 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. ADMINISTRATION OF MEDICATION

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

administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

### **EMERGENCY PRECAUTIONS**

- 32.1 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 1<sup>st</sup> and July 31<sup>st</sup> during the current school year, as well as all practice drills completed during the previous three (3) years.
- 32.2 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.

### **33. 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.

### **34. APPROPRIATE THERAPY SPACE**

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

### **35. ADMINISTRATIVE DUTIES AND SUPERVISION OF STAFF**

- 35.1 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.

### **36. POSITIVE BEHAVIOR INTERVENTIONS**

- 36.1 CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to the assistance of: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions.
- 36.2 CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of



the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Records of such training shall be made available to LEA upon request. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

- 36.3. CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).
- 36.4. To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent and residential care provider, if appropriate, shall be notified within one school day whenever an emergency intervention is used or serious property damage occurs. A "Behavioral Emergency Report" shall immediately be completed and maintained in the individual's file. The report shall include all of the following: (1) The name and age of the individual; (2) The setting and location of the incident; (3) The name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the individual is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by the individual or others, including staff, as a result of the incident.
  - 36.4.1. All "Behavioral Emergency Reports" shall immediately be forwarded to, and reviewed by, a designated responsible administrator within the respective LEA.
  - 36.4.2. Anytime a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional analysis assessment, and to determine the necessity for an interim behavioral intervention plan. The IEP team shall document the reasons for not conducting the assessment and/or not developing an interim plan. Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.

## **37. STUDENT RETURN TO DISTRICT**

- 37.1. 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.

### **SCHOOL CLOSURE**

- 38.1. 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.

### **39. OTHER PROVISIONS**

- 39.1. Any structural modifications that are required in compliance with prevailing legal mandates shall not be the responsibility of the LEA.
- 39.2. 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.

### **40. INDIVIDUAL SERVICE AGREEMENTS**

- 40.1. 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.
- 40.2. 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.
- 40.3. CONTRACTOR shall sign and return ISA to the LEA within three (3) business days of receipt.
- 40.4. In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

### **41. PAYMENT PROVISION**

- 41.1. A unit of service for payment purposes is one day of attendance as defined in the EC 46307.
- 41.2. 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.
- 41.3. 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.
- 41.4. 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.
- 41.5. 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.

- 41.6. 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.
- 41.6.1. CONTRACTOR should notify SELPA Director if there are problems with timely payment.
- 41.7. CONTRACTOR shall submit a rebilling statement no later than ten (10) days after an invoice is returned to the CONTRACTOR for correction(s).
- 41.8. 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
- 41.9. In no case should payment claim submission or re-billings for any Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year. Invoices received for a closed fiscal year beyond the six-month period will be returned unpaid and should be removed from the Nonpublic School or Agency's accounts receivable.

## 42. **RIGHT TO WITHHOLD**

- 42.1. LEA has the right to withhold payment to CONTRACTOR when LEA has reliable evidence, described in writing to CONTRACTOR that:
  - 42.1.1. CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, records;
  - 42.1.2. Contractor has failed to provide to LEA all documents prior to school closure;
  - 42.1.3. CONTRACTOR has failed to provide to LEA properly prepared invoices within thirty (30) calendar days from the end of the attendance accounting period;
  - 42.1.4. 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;
  - 42.1.5. CONTRACTOR has not performed a service identified on the invoice;
  - 42.1.6. CONTRACTOR's performance, in whole or in part, either has not been carried out or is insufficiently documented;
  - 42.1.7. 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;
  - 42.1.8. 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
  - 42.1.9. 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;
- 42.2. If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall provide written notice to CONTRACTOR that LEA is withholding payment.
  - 42.2.1. Such notice shall specify the basis for LEA's withholding payment.
  - 42.2.2. 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.
  - 42.2.3. 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.

## 43. **AUDIT EXCEPTIONS**

- 43.1. 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.

- 43.2. 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.
- 43.3. Any and all audit exceptions must be specified in complete detail before any demand by LEA for any amount set forth therein.
- 43.4. 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.

#### 44. MAINTENANCE OF RECORDS

- 44.1. The following records shall be maintained by CONTRACTOR:
  - 44.1.1. All student records (inclusive of electronically stored 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.
  - 44.1.2. Such forms and records shall be available for review, inspection, or audit by LEA for a period of three (3) years thereafter.

#### 45. TERM OF CONTRACT

- 45.1. 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.
- 45.2. 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.
- 45.3. The laws of the State of California shall govern the terms and conditions of this contract with venue in San Joaquin County, California.
- 45.4. 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.
- 45.5. The parties hereto have executed this Contract by and through their duly authorized agents or representatives.
- 45.6. This contract is effective on 7/1/10 and terminates when a newly revised contract is executed 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	149.00	180 days

## RELATED SERVICES

	<u>RATE</u>	<u>PERIOD</u>
1) <b>Transportation</b> (* shall not include transportation through use of services or equipment owned, leased or contracted through LEA unless provided directly or subcontracted by the NPS/A)		
a) Transportation – Round Trip	\$0.00	0 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) <b>Counseling</b>		
a) Educational Counseling – Individual	\$0.00	hour
b) Educational Counseling – Group	_____	_____
c) Counseling – Parent	_____	_____
3) <b>Adapted Physical Education</b>	_____	_____
4) <b>Language/Speech</b>		
a) Language/Speech Therapy-Individual	\$0.00	hour
b) Language/Speech Therapy-Group	_____	_____
c) Consultation	\$0.00	hour
5) <b>Orientation/Mobility Training</b>	_____	_____
6) <b>Occupational Therapy</b>	_____	_____
7) <b>Physical Therapy</b>	_____	_____
8) <b>Aides</b>	\$0.00	hour
9) <b>Travel Time</b>	_____	_____
10) <b>Other ESY</b> _____	\$0.00	0 days

**\*\* 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:

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**CONTRACTOR**

**LEA**

South San Joaquin

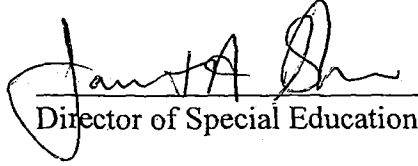
Nonpublic School/Agency

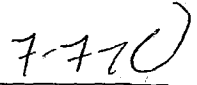
Tracy Unified School District

Name of District or Local Educational Agency

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

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Special Education



\_\_\_\_\_  
Date

\_\_\_\_\_  
Gregory Potts, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assistant Superintendent's Signature

\_\_\_\_\_  
Date

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

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**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**To:** Dr. James C. Franco, Superintendent  
**From:** *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**Date:** July 19, 2010  
**Subject:** Ratify Contract with Cheryl Markowitz of Psychology, Learning and You (PLAY) for Autism Consultation

**BACKGROUND:** Special Education students attending Extended School Year instruction require consultation services from an Autism Specialist as part of their Individual Education Plan. Additionally, many of our special education students currently have autism consultation written into their IEPs and will need autism consultation in the upcoming school year. For the 2010-2011 school year we need 171 hours per month of consultation for 12 months, or 2,052 total hours per year. The Board has approved contracts with Cheryl Markowitz to provide these services for several years, and the contract is needed again this year. Ratification is necessary to prevent a lag in services, per State and Federal law.

**RATIONALE:** We do not have an autism specialist employed in the District, so we need to provide services through a contract arrangement. Cheryl Markowitz is a certified special education teacher, and has worked with numerous public and private agencies to provide autism consultation. She and her agents will provide analyses of behavior, and consult with teachers regarding behavior management, curriculum and instruction. Cheryl and her agents will also assist the IEP teams in the development of appropriate goals and objectives. Nonpublic agency contracted services are part of the continuum of services districts must provide to students with exceptional needs. This request supports District Goal 1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap; District Goal 2: Provide a safe environment for students and staff that is conducive to learning; District Goal 6: Provide training and staff development opportunities that are designed to improve knowledge and skills of all employees; and District Goal 7: Develop and utilize partnerships that contribute to the achievement of District Goals.

**FUNDING:** Expenses for this contract are billed at \$87.30 per hour. Total contract expenses will not exceed a total of \$160,000.00 through June 30, 2011. Funding for Nonpublic agency expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Contract with Cheryl Markowitz of Psychology, Learning and You (PLAY) for Autism Consultation

**Prepared by:** Dr. Janet Skulina, 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 Cheryl Markowitz, P.L.A.Y., hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide consultation for students diagnosed with autism at all grade levels. Consultation will include recommendations for placement, teaching strategies and social skills training, picture exchange communication system training, behavior management communication strategies, assessments including behavioral and environmental, material preparation participations at IEPs and other meetings, and supervision / support of PLAY consultants as needed.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **2,052 HOURS per year** (average of 171 hours per month), under the terms of this agreement at the following location any and all school sites in TUSD.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 87.30 per **HOUR**, not to exceed a total of \$ 160,000. Contractor shall only be paid for work completed to the satisfaction of District through, the termination date of this agreement.
  - b. District [ ☐ ] **SHALL**; [ ☒ ] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ \_\_\_\_\_ 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 July 1, 2010, and shall terminate on June 30, 2011.
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, Dr. Janet Skulina (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.

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.

**GREED:**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Special Education  
Title

\_\_\_\_\_  
01-6500-0-5750-1180-5800-800-2542  
Account Number to be Charged

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

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

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

Send all copies to the Business Office:

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



# EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent  
From: Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
and Human Resource  
Date: July 16, 2010  
Subject: Ratify Contract with Lisa Balogh, OTR/L for Occupational  
Therapy Services

**BACKGROUND:** Special education students may require Occupational Therapy services as part of their Individual Education Plan. Occupational therapy (O.T.) helps improve fine motor coordination and sensory integration skills. Many of our special day class students currently have O.T. written into their IEPs, and several more are awaiting O.T. assessment. Lisa Balogh is a Registered, Licensed Occupational Therapist who lives in the Tracy area. The board has approved a contract with Lisa Balogh for the last six school years. We would like to continue to contract with Lisa Balogh as an independent contractor. Ratification is necessary so that services specified on various IEP's can be provided in a compliant manner.

**RATIONALE:** We do not have a licensed Occupational Therapist employed in our district, so we need to provide these services through a contract arrangement. In the past, we have sent students to receive these services privately, and have paid parents to transport their students to the Occupational Therapist. Lisa Balogh will provide services to students at their school site, and provide the teachers with consultation to carry over the therapy into daily instruction. This request supports District Goal 1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap; Goal 6: Provide training and staff development opportunities that are designed to improve knowledge and skills of all employees, and Goal 7: Develop and utilize partnerships that contribute to the achievement of District Goals.

**FUNDING:** Expenses for this contract are \$80.75 per hour for therapy and purchasing of assessment instruments. Therapy services will be no more than 80 hours per month for 12 months. The total contract expenses will not exceed \$77,520.00 for the fiscal year beginning July 1, 2010, and ending June 30, 2011. Special education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Contract with Lisa Balogh, OTR/L for Occupational Therapy Services

**Prepared by:** Dr. Janet Skulina, 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 Lisa Balogh, OTR/L hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide Occupational Therapy to students as per IEP and consultation to students with occupational therapy needs as necessary per IEP; attendance at IEP meetings and material preparation-equipment monitoring. Attend SEIS training and CPI training; and occupational therapy assessments.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (960) **HOURS per year**, under the terms of this agreement at the following location: any and all school sites in TUSD.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 80.75 per **HOUR**, not to exceed a total of \$77,520. 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 July 1, 2010, and shall terminate on June 30, 2011.
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, Dr. Janet Skulina (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.

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:**

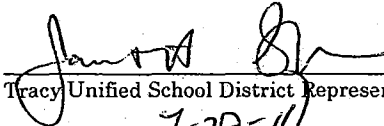
\_\_\_\_\_  
Consultant Signature (1)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

  
\_\_\_\_\_  
Tracy Unified School District Representative  
7-27-10

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Special Education  
Title

\_\_\_\_\_  
01-6500-0-5750-1110-5800-800-2542  
Account Number to be Charged

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

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

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

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

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



TRACY  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**To:** Dr. James C. Franco, Superintendent  
**From:** *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**Date:** June 21, 2010  
**Subject:** Ratify Master Contract and Individual Services Agreement with North Valley School, Inc.

**BACKGROUND:** Several students with significant aggressive and highly assaultive behaviors were removed from one of our San Joaquin County Office of Education behaviorial classes. North Valley School agreed to place the students for the 2010/11 school year. IEP's were held to change placement from SJCOE to North Valley School, a Non-Public School. Ratification is necessary so that services specified on IEPs can be provided in a compliant manner.

**RATIONALE:** The students were placed in a structured setting with a behavioral component not available in the public setting. Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting their needs. This request supports Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessments and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap.

**FUNDING:** Contract expenses for the 2010-2011 school year include 180 days with per diem costs for Basic Education at \$154.00, Extended School Year with per diem costs of \$154.00 per day for 40 days, and related services including Speech and Language services at \$120.00 per hour, Occupational Therapy at \$120.00 per hour. Expenses will not exceed \$140,320.00. Non-public tuition expenses are budgeted in account number # 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Master Contract and Individual Services Agreement with North Valley School, Inc.

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

**(SELPA NAME)**  
**CONTRACT YEAR -2010-2011**

**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<sup>st</sup> day of July, between the Tracy (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 (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.)
- 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.

### NOTICES

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

Notices/bills mailed to LEA shall be addressed to:

Notices to CONTRACTOR:

Attention: Janet Skulina, Ed.D, Special Education Director

Name

Terry Crumpacker, Principal

Nonpublic School/Agency

North Valley School

Address

PO Box 330

Victor, CA 95253

City

209-340-5800

Phone

State Zip

209-340-5804

Fax#

Name

Tracy Unified School District

LEA

1875 W. Lowell Ave

Address

Tracy

CA 95376

City

209-830-3270

Phone

State Zip

209-830-3274

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

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.
- 7.4. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the -LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund.

## 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, 2010 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.
- 13.4. Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or related services for a child. (California Education Code section 56028)

### 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. Personnel will provide services only within the professional scope of practice of each providers license, certification, and /or credential.
- 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, subcontractors, and employees to submit fingerprints consistent with California EC Section 44237 and 45125.1. The CONTRACTOR may waive this requirement for subcontractors if CONTRACTOR determines that it is not required to fingerprint a subcontractor pursuant to EC Section 45125.1(a) (contractor is not performing school/classroom janitorial, schoolsite administrative or grounds and landscape maintenance, pupil transportation or schoolsite food-related work), EC Section 45125.1(b) (service being performed in emergency or exceptional situation when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable), EC Section 45125.1(c) (Contractor determines that subcontractor will have limited contact with pupils), or EC 45125.2 (steps have been taken to ensure safety of pupils from construction subcontractors by one of the

- designated methods). 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.
  - 15.11. In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties.

#### **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 parent's 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: Janet Skulina, Ed.D, 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).
- 17.10.1. CONTRACTOR shall notify the LEA in writing (email or fax) once transportation has been arranged and a new student is ready to begin attending. The LEA will contact the CONTRACTOR and transportation company, if applicable, to verify a start date and authorize payment.
- 17.10.2. CONTRACTOR shall notify the LEA in writing (email or fax) within 24 hours of anticipated start and drop dates, including change of student residence.
- 17.10.3. CONTRACTOR shall send monthly attendance from student database within one week of the reporting period to assist the LEA in the pursuit of the SARB process for truant students.

## 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 personnel appropriate to represent the DIS services at required IEP/ITP meetings.
- 19.2. When requested, LEA shall provide CONTRACTOR within three (3) business days, a copy of each pupil's IEP and assessment information (e.g.: psycho-educational reports) in advance of the IEP meeting.
- 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. This evaluation shall include consideration of supplementary aids and services, goals and objectives and behavioral programming necessary for placement in the LRE and to enable students to transition to a less restrictive setting.
- 19.5. The CONTRACTOR is expected to have draft IEP present levels, goals and objectives, (BSP) Behavior Support Plans, and ( ITP) Individual Transition Plan, if appropriate, completed and entered into the appropriate electronic forms a minimum of 7 days prior to the IEP meeting so that the LEA can review the documents.
- 19.6. The CONTRACTOR must email or fax written notice to the LEA 30 days prior to an IEP meeting due date (75 days prior to a triennial) to ensure all parties awareness of an upcoming meeting. Failure to do so resulting in out-of-compliance IEPs, may, at the discretion of the LEA, result in withholding of payment at the daily rate until such time as the IEP meeting is held and is no longer out-of-compliance. Students that are enrolled within the above timeframes shall have the NPS notify the LEA within 5 days of the annual or triennial.

**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.
- 20.7. Any off-campus trips, whether walking or by transportation in a vehicle, require notification of parents (guardian) and signature giving permission for these trips. The date and time of the trip must be included in the permission form. These permission forms are to be kept on record at the school site.

## 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 removed from the instructional setting, by a school official, due to disciplinary issues, 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 amount of time suspended.

## 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 Program Monitoring ("CPM") 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.

**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 quarter, 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 10<sup>th</sup> 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, CAHSEE, 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 within five (5) days, and fax it to the LEA, 209-830-3274 Attn: Janet Skulina, Ed.D anytime restraint has been used.
- 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 severe property destruction, law enforcement, allegations of molestation, child abuse, 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.
- 29.5. CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting children who have departed campus without authorization as specified in California Education Code section 49370.

### **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. ADMINISTRATION OF MEDICATION**

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

medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**32. EMERGENCY PRECAUTIONS**

- 32.1 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 1<sup>st</sup> and July 31<sup>st</sup> during the current school year, as well as all practice drills completed during the previous three (3) years.
- 32.2 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.

**33. 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.

**34. APPROPRIATE THERAPY SPACE**

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

**35. ADMINISTRATIVE DUTIES AND SUPERVISION OF STAFF**

- 35.1 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.

**36. POSITIVE BEHAVIOR INTERVENTIONS**

- 36.1. CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to the assistance of: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions.
- 36.2. CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written

policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Records of such training shall be made available to LEA upon request. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

- 36.3. CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).
- 36.4. To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent and residential care provider, if appropriate, shall be notified within one school day whenever an emergency intervention is used or serious property damage occurs. A "Behavioral Emergency Report" shall immediately be completed and maintained in the individual's file. The report shall include all of the following: (1) The name and age of the individual; (2) The setting and location of the incident; (3) The name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the individual is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by the individual or others, including staff, as a result of the incident.
- 36.4.1. All "Behavioral Emergency Reports" shall immediately be forwarded to, and reviewed by, a designated responsible administrator within the respective LEA.
- 36.4.2. Anytime a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional analysis assessment, and to determine the necessity for an interim behavioral intervention plan. The IEP team shall document the reasons for not conducting the assessment and/or not developing an interim plan. Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.

### **37. STUDENT RETURN TO DISTRICT**

- 37.1. 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.

28. **SCHOOL CLOSURE**

- 38.1. 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.

39. **OTHER PROVISIONS**

- 39.1. Any structural modifications that are required in compliance with prevailing legal mandates shall not be the responsibility of the LEA.
- 39.2. 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.

40. **INDIVIDUAL SERVICE AGREEMENTS**

- 40.1. 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.
- 40.2. 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.
- 40.3. CONTRACTOR shall sign and return ISA to the LEA within three (3) business days of receipt.
- 40.4. In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

41. **PAYMENT PROVISION**

- 41.1. A unit of service for payment purposes is one day of attendance as defined in the EC 46307.
- 41.2. 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.
- 41.3. 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.
- 41.4. 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.
- 41.5. 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.



- 41.6. 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.
- 41.6.1. CONTRACTOR should notify SELPA Director if there are problems with timely payment.
- 41.7. CONTRACTOR shall submit a rebilling statement no later than ten (10) days after an invoice is returned to the CONTRACTOR for correction(s).
- 41.8. 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
- 41.9. In no case should payment claim submission or rebillings for any Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year. Invoices received for a closed fiscal year beyond the six-month period will be returned unpaid and should be removed from the Nonpublic School or Agency's accounts receivable.

#### 42. RIGHT TO WITHHOLD

- 42.1. LEA has the right to withhold payment to CONTRACTOR when LEA has reliable evidence, described in writing to CONTRACTOR that:
  - 42.1.1. CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, records;
  - 42.1.2. Contractor has failed to provide to LEA all documents prior to school closure;
  - 42.1.3. CONTRACTOR has failed to provide to LEA properly prepared invoices within thirty (30) calendar days from the end of the attendance accounting period;
  - 42.1.4. 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;
  - 42.1.5. CONTRACTOR has not performed a service identified on the invoice;
  - 42.1.6. CONTRACTOR's performance, in whole or in part, either has not been carried out or is insufficiently documented;
  - 42.1.7. 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;
  - 42.1.8. 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
  - 42.1.9. 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;
- 42.2. If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall provide written notice to CONTRACTOR that LEA is withholding payment.
  - 42.2.1. Such notice shall specify the basis for LEA's withholding payment.
  - 42.2.2. 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.
  - 42.2.3. 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.

#### 43. AUDIT EXCEPTIONS

- 43.1. 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.

- 43.2. 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.
- 43.3. Any and all audit exceptions must be specified in complete detail before any demand by LEA for any amount set forth therein.
- 43.4. 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.

44. **MAINTENANCE OF RECORDS**

- 44.1. The following records shall be maintained by CONTRACTOR:
- 44.1.1. All student records (inclusive of electronically stored 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.
- 44.1.2. Such forms and records shall be available for review, inspection, or audit by LEA for a period of three (3) years thereafter.

45. **TERM OF CONTRACT**

- 45.1. 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.
- 45.2. 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.
- 45.3. The laws of the State of California shall govern the terms and conditions of this contract with venue in San Joaquin County, California.
- 45.4. 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.
- 45.5. The parties hereto have executed this Contract by and through their duly authorized agents or representatives.
- 45.6. This contract is effective on July 1, 2010 and terminates when a newly revised contract is executed unless sooner terminated as provided herein.

## RATE SCHEDULE

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

<u>➤ BASIC EDUCATION PROGRAM</u>	<u>RATE</u>	<u>PERIOD</u>
➤ <u>As set forth in the IEP for each student</u>	<u>154.00</u>	<u>180 days</u>

## RELATED SERVICES

	<u>RATE</u>	<u>PERIOD</u>
1) <b>Transportation</b> (* shall not include transportation through use of services or equipment owned, leased or contracted through LEA unless provided directly or subcontracted by the NPS/A)		
a) Transportation – Round Trip	_____	_____
b) Transportation – One Way	_____	_____
c) Transportation – 1 on 1 Rider (per IEP)	_____	_____
d) Transportation – Safety Rider (LEA will be billed for the bus safety riders based on the proportion of students on the bus.)	_____	_____
2) <b>Counseling</b>		
a) Educational Counseling – Individual	_____	_____
b) Educational Counseling – Group	_____	_____
c) Counseling – Parent	_____	_____
3) <b>Adapted Physical Education</b>	_____	_____
4) <b>Language/Speech</b>		
a) Language/Speech Therapy-Individual	_____	_____
b) Language/Speech Therapy-Group	_____	_____
c) Consultation	_____	_____
5) <b>Orientation/Mobility Training</b>	_____	_____
6) <b>Occupational Therapy</b>	_____	_____
7) <b>Physical Therapy</b>	_____	_____
8) <b>Aides</b>	_____	_____
9) <b>Travel Time</b>	_____	_____
10) <b>Other</b> <u>Extended School year</u>	<u>154.00</u>	<u>40 days</u>

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

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Contracting Officer's                      Date  
Signature

---

Name and Title (type)                      Date

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

**LEA**

---

**Tracy Unified School District**

Name of District or Local Educational Agency

---

Superintendent's Signature                      Date

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

APPROVED AS TO FORM:

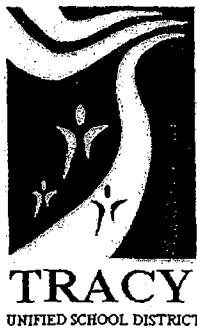
Legal Advisor

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Legal Advisor Signature                      Date

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# EDUCATIONAL SERVICES MEMORANDUM

**To:** Dr. James C. Franco, Superintendent  
**From:** *DS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**Date:** June 21, 2010  
**Subject:** Ratify Master Contract and Individual Services Agreement with Tobinworld II, NPS

**BACKGROUND:** Students diagnosed with Autism with significant behaviors were removed from our San Joaquin County Office of Education behavioral classes due to the nature of the students' aggressive and highly assaultive behaviors. Tobinworld II agreed to place the students for the 2010/11 school year. IEPs were held to change placement from SJCOE to Tobinworld II, a Non-Public School. Ratification of the master contract and the individual service agreements are necessary at this time because services are currently being provided by Tobinworld II.

**RATIONALE:** The students are placed in a structured setting with a behavioral component not available in the public setting. Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting the students' needs. This request supports District Goal 2: Provide a safe environment for students and staff that is conducive to learning.

**FUNDING:** Contract expenses for 2 students for the 2010-2011 school year include 210 days with per diem costs of \$148.00 for basic education at \$62,160.00, counseling costs at \$1,575.00, 1:1 Para educator at \$21,420.00 and Transportation costs at 21,000.00 for a total cost of \$106,155.00. Non-public tuition expenses are budgeted in account number 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Master Contract and Individual Services Agreement with Tobinworld II, NPS.

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

**San Joaquin County SELPA**

**CONTRACT YEAR –2010-2011**

**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<sup>st</sup> day of July, between the Tracy Unified School District (district, county office of education, a charter school participating as a member of the special education local plan area, or special education local plan area), county of San Joaquin hereinafter referred to as the local educational agency ("LEA") and Tobin World II (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

### 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, Ed.D, Director of Special Education

**Name**

Tracy Joint 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:

Richard Couch, Ed.D

**Name**

Tobin World II

**Nonpublic School/Agency**

2330 Country Hills Drive

**Address**

Antioch

CA 94509

**City**

**State Zip**

925-755-8635

925-755-8243

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

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.
- 7.4. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the -LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund.

## 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.
- 13.4. Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or related services for a child. (California Education Code section 56028)

**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. Personnel will provide services only within the professional scope of practice of each provider's license, certification, and /or credential.
- 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, subcontractors, and employees to submit fingerprints consistent with California EC Section 44237 and 45125.1. The CONTRACTOR may waive this requirement for subcontractors if CONTRACTOR determines that it is not required to fingerprint a subcontractor pursuant to EC Section 45125.1(a) (contractor is not performing school/classroom janitorial, school site administrative or grounds and landscape maintenance, pupil transportation or school site food-related work), EC Section 45125.1(b) (service being performed in emergency or exceptional situation when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable), EC Section 45125.1(c) (Contractor determines that subcontractor will have limited contact with pupils), or EC 45125.2 (steps have been taken to ensure safety of pupils from construction subcontractors by one of the

- designated methods). 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.
  - 15.11. In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties.

#### **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 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 parent's 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 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, Ed.D., 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).
- 17.10.1. CONTRACTOR shall notify the LEA in writing (email or fax) once transportation has been arranged and a new student is ready to begin attending. The LEA will contact the CONTRACTOR and transportation company, if applicable, to verify a start date and authorize payment.
- 17.10.2. CONTRACTOR shall notify the LEA in writing (email or fax) within 24 hours of anticipated start and drop dates, including change of student residence.
- 17.10.3. CONTRACTOR shall send monthly attendance from student database within one week of the reporting period to assist the LEA in the pursuit of the SARB process for truant students.

## 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 personnel appropriate to represent the DIS services at required IEP/ITP meetings.
- 19.2. When requested, LEA shall provide CONTRACTOR within three (3) business days, a copy of each pupil's IEP and assessment information (e.g.: psycho-educational reports) in advance of the IEP meeting.
- 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. This evaluation shall include consideration of supplementary aids and services, goals and objectives and behavioral programming necessary for placement in the LRE and to enable students to transition to a less restrictive setting.
- 19.5. The CONTRACTOR is expected to have draft IEP present levels, goals and objectives, (BSP) Behavior Support Plans, and ( ITP) Individual Transition Plan, if appropriate, completed and entered into the appropriate electronic forms a minimum of 7 days prior to the IEP meeting so that the LEA can review the documents.
- 19.6. The CONTRACTOR must email or fax written notice to the LEA 30 days prior to an IEP meeting due date (75 days prior to a triennial) to ensure all parties awareness of an upcoming meeting. Failure to do so resulting in out-of-compliance IEPs, may, at the discretion of the LEA, result in withholding of payment at the daily rate until such time as the IEP meeting is held and is no longer out-of-compliance. Students that are enrolled within the above timeframes shall have the NPS notify the LEA within 5 days of the annual or triennial.

**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.
- 20.7. Any off-campus trips, whether walking or by transportation in a vehicle, require notification of parents (guardian) and signature giving permission for these trips. The date and time of the trip must be included in the permission form. These permission forms are to be kept on record at the school site.

## 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 removed from the instructional setting, by a school official, due to disciplinary issues, 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 amount of time suspended.

## 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 Program Monitoring ("CPM") 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.

**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 quarter, 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 10<sup>th</sup> 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, CAHSEE, 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 within five (5) days, and fax it to the LEA, 209-830-3274 Attn: Janet Skulina, Ed.D, Director of Special Education anytime restraint has been used.

- 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 severe property destruction, law enforcement, allegations of molestation, child abuse, 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.
- 29.5. CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting children who have departed campus without authorization as specified in California Education Code section 49370.

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. **ADMINISTRATION OF MEDICATION**

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

administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

### **EMERGENCY PRECAUTIONS**

- 32.1 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 1<sup>st</sup> and July 31<sup>st</sup> during the current school year, as well as all practice drills completed during the previous three (3) years.
- 32.2 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.

### **33. 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.

### **34. APPROPRIATE THERAPY SPACE**

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

### **35. ADMINISTRATIVE DUTIES AND SUPERVISION OF STAFF**

- 35.1 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.

### **36. POSITIVE BEHAVIOR INTERVENTIONS**

- 36.1. CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to the assistance of: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions.
- 36.2. CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of

the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Records of such training shall be made available to LEA upon request. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

- 36.3. CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).
- 36.4. To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent and residential care provider, if appropriate, shall be notified within one school day whenever an emergency intervention is used or serious property damage occurs. A "Behavioral Emergency Report" shall immediately be completed and maintained in the individual's file. The report shall include all of the following: (1) The name and age of the individual; (2) The setting and location of the incident; (3) The name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the individual is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by the individual or others, including staff, as a result of the incident.
- 36.4.1. All "Behavioral Emergency Reports" shall immediately be forwarded to, and reviewed by, a designated responsible administrator within the respective LEA.
- 36.4.2. Anytime a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional analysis assessment, and to determine the necessity for an interim behavioral intervention plan. The IEP team shall document the reasons for not conducting the assessment and/or not developing an interim plan. Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.

### 37. **STUDENT RETURN TO DISTRICT**

- 37.1. 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.

**3. SCHOOL CLOSURE**

- 38.1. 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.

**39. OTHER PROVISIONS**

- 39.1. Any structural modifications that are required in compliance with prevailing legal mandates shall not be the responsibility of the LEA.
- 39.2. 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.

**40. INDIVIDUAL SERVICE AGREEMENTS**

- 40.1. 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.
- 40.2. 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.
- 40.3. CONTRACTOR shall sign and return ISA to the LEA within three (3) business days of receipt.
- 40.4. In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

**41. PAYMENT PROVISION**

- 41.1. A unit of service for payment purposes is one day of attendance as defined in the EC 46307.
- 41.2. 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.
- 41.3. 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.
- 41.4. 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.
- 41.5. 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.



- 41.6. 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.
- 41.6.1. CONTRACTOR should notify SELPA Director if there are problems with timely payment.
- 41.7. CONTRACTOR shall submit a rebilling statement no later than ten (10) days after an invoice is returned to the CONTRACTOR for correction(s).
- 41.8. 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
- 41.9. In no case should payment claim submission or re-billings for any Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year. Invoices received for a closed fiscal year beyond the six-month period will be returned unpaid and should be removed from the Nonpublic School or Agency's accounts receivable.

#### 42. RIGHT TO WITHHOLD

- 42.1. LEA has the right to withhold payment to CONTRACTOR when LEA has reliable evidence, described in writing to CONTRACTOR that:
  - 42.1.1. CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, records;
  - 42.1.2. Contractor has failed to provide to LEA all documents prior to school closure;
  - 42.1.3. CONTRACTOR has failed to provide to LEA properly prepared invoices within thirty (30) calendar days from the end of the attendance accounting period;
  - 42.1.4. 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;
  - 42.1.5. CONTRACTOR has not performed a service identified on the invoice;
  - 42.1.6. CONTRACTOR's performance, in whole or in part, either has not been carried out or is insufficiently documented;
  - 42.1.7. 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;
  - 42.1.8. 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
  - 42.1.9. 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;
- 42.2. If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall provide written notice to CONTRACTOR that LEA is withholding payment.
  - 42.2.1. Such notice shall specify the basis for LEA's withholding payment.
  - 42.2.2. 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.
  - 42.2.3. 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.

#### 43. AUDIT EXCEPTIONS

- 43.1. 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.

- 43.2. 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.
- 43.3. Any and all audit exceptions must be specified in complete detail before any demand by LEA for any amount set forth therein.
- 43.4. 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.

#### 44. **MAINTENANCE OF RECORDS**

- 44.1. The following records shall be maintained by CONTRACTOR:
  - 44.1.1. All student records (inclusive of electronically stored 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.
  - 44.1.2. Such forms and records shall be available for review, inspection, or audit by LEA for a period of three (3) years thereafter.

#### 45. **TERM OF CONTRACT**

- 45.1. 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.
- 45.2. 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.
- 45.3. The laws of the State of California shall govern the terms and conditions of this contract with venue in San Joaquin County, California.
- 45.4. 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.
- 45.5. The parties hereto have executed this Contract by and through their duly authorized agents or representatives.
- 45.6. This contract is effective on 7/1/10 and terminates when a newly revised contract is executed 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>148.00</u>	<u>180 days</u>

## RELATED SERVICES

	<u>RATE</u>	<u>PERIOD</u>
1) <b>Transportation</b> (* shall not include transportation through use of services or equipment owned, leased or contracted through LEA unless provided directly or subcontracted by the NPS/A)		
a) Transportation – Round Trip	<u>\$50.00</u>	<u>210 days</u>
b) Transportation – One Way	<u>      </u>	<u>      </u>
c) Transportation – 1 on 1 Rider (per IEP)	<u>      </u>	<u>      </u>
d) Transportation – Safety Rider (LEA will be billed for the bus safety riders based on the proportion of students on the bus.)	<u>      </u>	<u>      </u>
2) <b>Counseling</b>		
a) Educational Counseling – Individual	<u>\$75.00</u>	<u>hour</u>
b) Educational Counseling – Group	<u>      </u>	<u>      </u>
c) Counseling – Parent	<u>      </u>	<u>      </u>
3) <b>Adapted Physical Education</b>	<u>      </u>	<u>      </u>
4) <b>Language/Speech</b>		
a) Language/Speech Therapy-Individual	<u>\$75.00</u>	<u>hour</u>
b) Language/Speech Therapy-Group	<u>      </u>	<u>      </u>
c) Consultation	<u>\$60.00</u>	<u>hour</u>
5) <b>Orientation/Mobility Training</b>	<u>      </u>	<u>      </u>
6) <b>Occupational Therapy</b>	<u>      </u>	<u>      </u>
7) <b>Physical Therapy</b>	<u>      </u>	<u>      </u>
8) <b>Aides</b>	<u>\$17.00</u>	<u>hour</u>
9) <b>Travel Time</b>	<u>      </u>	<u>      </u>
10) <b>Other <u>ESY</u></b>	<u>\$148.00</u>	<u>30 days</u>

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

## NOTES:

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**CONTRACTOR**

**LEA**

**Tobin World II**

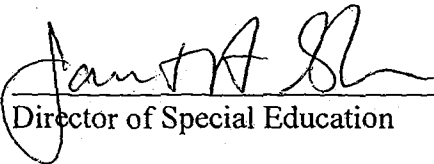
Nonpublic School/Agency

**Tracy Unified School District**

Name of District or Local Educational Agency

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

\_\_\_\_\_  
Date



Director of Special Education

7-7-10  
Date

\_\_\_\_\_  
Dr. Richard Couch, Principal    Date

\_\_\_\_\_  
Assistant Superintendent's Signature

\_\_\_\_\_  
Date

Tax I.D. # 95-3203759

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# EDUCATIONAL SERVICES MEMORANDUM

**To:** Dr. James C. Franco, Superintendent  
**From:** *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**Date:** June 21, 2010  
**Subject:** Ratify Master Contract and Individual Services Agreement with Children's Home of Stockton, NPS

**BACKGROUND:** The Board has approved a Master Contract with Children's Home of Stockton for the last thirteen years. At present, there are 4 Tracy Unified School District students attending Children's Home of Stockton. The number of students attending Children's Home may vary at any given time. Ratification is necessary so that services specified on IEPs can be provided in a compliant manner.

**RATIONALE:** These children were placed in a structured setting with a behavioral component not available in the public setting. Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting their needs. This request supports Strategic Goal 1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap.

**FUNDING:** Contract expenses for the 2010-2011 school year include 180 days with per diem costs for 4 students with basic education at \$146.00 and transportation costs for 4 students at \$37.97 for a total of \$132,458.40. Non-public tuition expenses are budgeted in account number is # 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Master Contract and Individual Services Agreement with Children's Home of Stockton, NPS.

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

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<sup>st</sup> day of July, between the Tracy (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 Children's Home of Stockton (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and related services to individuals with exceptional needs (IWEN) under the authorization of Education Code (EC) Sections 56157 and 56365-56366.6
- B. It is understood that this agreement does not commit LEA to payment for special education and related services provided to any individual unless, and until, an Individual Service Agreement (ISA) is executed between LEA and CONTRACTOR on behalf of such individual. Given the fact that it is the district's responsibility to assure that appropriate services are provided to the student, the district will either provide them, subcontract with other agencies per Section 4, or contract with respective NPS. The Director/Designee of the LEA's SPECIAL EDUCATION Unit may give interim telephone approval to the CONTRACTOR.
- C. A current copy of CONTRACTOR's California Department of Education (CDE) Nonpublic School/Agency Certification approved by the California State Board of Education is attached hereto. In the event of a delay in certification by CDE, the CONTRACTOR shall forward, upon receipt, copies of the appropriate documentation from CDE that verifies the delay (e.g. waiver of certification, extension letters, etc.)
- 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.

### 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, Ed.D, Special Education Director

**Name**  
Tracy Unified School District  
**LEA**  
1875 W. Lowell Ave  
**Address**  
Tracy  
**City** CA 95376  
**State** **Zip**  
209-830-3270 209-830-3274  
**Phone** **Fax #**

Notices to CONTRACTOR:

**Name**  
Mike Dutra, Director  
**Nonpublic School/Agency**  
Children's Home of Stockton  
**Address**  
430 N. Pilgrim Stockton, CA 95205  
**City** **State** **Zip**  
209-466-0853 209-466-0946  
**Phone** **Fax#**



4. **DISPUTES**

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

5. **SUBCONTRACTOR AND ASSIGNMENT**

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

6. **INDEPENDENT CONTRACTOR STATUS**

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

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.
- 7.4. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the -LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund.

## 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.
- 13.4. Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or related services for a child. (California Education Code section 56028)

### 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. Personnel will provide services only within the professional scope of practice of each providers license, certification, and /or credential.
- 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, subcontractors, and employees to submit fingerprints consistent with California EC Section 44237 and 45125.1. The CONTRACTOR may waive this requirement for subcontractors if CONTRACTOR determines that it is not required to fingerprint a subcontractor pursuant to EC Section 45125.1(a) (contractor is not performing school/classroom janitorial, schoolsite administrative or grounds and landscape maintenance, pupil transportation or schoolsite food-related work), EC Section 45125.1(b) (service being performed in emergency or exceptional situation when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable), EC Section 45125.1(c) (Contractor determines that subcontractor will have limited contact with pupils), or EC 45125.2 (steps have been taken to ensure safety of pupils from construction subcontractors by one of the

- designated methods). 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.
  - 15.11. In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties.

#### **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 parent's 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: Janet Skulina, Ed.D, 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).
- 17.10.1. CONTRACTOR shall notify the LEA in writing (email or fax) once transportation has been arranged and a new student is ready to begin attending. The LEA will contact the CONTRACTOR and transportation company, if applicable, to verify a start date and authorize payment.
- 17.10.2. CONTRACTOR shall notify the LEA in writing (email or fax) within 24 hours of anticipated start and drop dates, including change of student residence.
- 17.10.3. CONTRACTOR shall send monthly attendance from student database within one week of the reporting period to assist the LEA in the pursuit of the SARB process for truant students.

## **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 personnel appropriate to represent the DIS services at required IEP/ITP meetings.
- 19.2. When requested, LEA shall provide CONTRACTOR within three (3) business days, a copy of each pupil's IEP and assessment information (e.g.: psycho-educational reports) in advance of the IEP meeting.
- 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. This evaluation shall include consideration of supplementary aids and services, goals and objectives and behavioral programming necessary for placement in the LRE and to enable students to transition to a less restrictive setting.
- 19.5. The CONTRACTOR is expected to have draft IEP present levels, goals and objectives, (BSP) Behavior Support Plans, and ( ITP) Individual Transition Plan, if appropriate, completed and entered into the appropriate electronic forms a minimum of 7 days prior to the IEP meeting so that the LEA can review the documents.
- 19.6. The CONTRACTOR must email or fax written notice to the LEA 30 days prior to an IEP meeting due date (75 days prior to a triennial) to ensure all parties awareness of an upcoming meeting. Failure to do so resulting in out-of-compliance IEPs, may, at the discretion of the LEA, result in withholding of payment at the daily rate until such time as the IEP meeting is held and is no longer out-of-compliance. Students that are enrolled within the above timeframes shall have the NPS notify the LEA within 5 days of the annual or triennial.

**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.
- 20.7. Any off-campus trips, whether walking or by transportation in a vehicle, require notification of parents (guardian) and signature giving permission for these trips. The date and time of the trip must be included in the permission form. These permission forms are to be kept on record at the school site.

## **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 removed from the instructional setting, by a school official, due to disciplinary issues, 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 amount of time suspended.

## **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 Program Monitoring ("CPM") 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.

## **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 quarter, 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 10<sup>th</sup> 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, CAHSEE, 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 within five (5) days, and fax it to the LEA, 209-830-3274 Attn: Janet Skulina, Ed.D. anytime restraint has been used.
- 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 severe property destruction, law enforcement, allegations of molestation, child abuse, 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.
- 29.5. CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting children who have departed campus without authorization as specified in California Education Code section 49370.

### **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. ADMINISTRATION OF MEDICATION**

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

medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**32. EMERGENCY PRECAUTIONS**

- 32.1 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 1<sup>st</sup> and July 31<sup>st</sup> during the current school year, as well as all practice drills completed during the previous three (3) years.
- 32.2 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.

**33. 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.

**34. APPROPRIATE THERAPY SPACE**

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

**35. ADMINISTRATIVE DUTIES AND SUPERVISION OF STAFF**

- 35.1 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.

**36. POSITIVE BEHAVIOR INTERVENTIONS**

- 36.1. CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to the assistance of: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions.
- 36.2. CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written

policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Records of such training shall be made available to LEA upon request. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

- 36.3. CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).
- 36.4. To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent and residential care provider, if appropriate, shall be notified within one school day whenever an emergency intervention is used or serious property damage occurs. A "Behavioral Emergency Report" shall immediately be completed and maintained in the individual's file. The report shall include all of the following: (1) The name and age of the individual; (2) The setting and location of the incident; (3) The name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the individual is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by the individual or others, including staff, as a result of the incident.
- 36.4.1. All "Behavioral Emergency Reports" shall immediately be forwarded to, and reviewed by, a designated responsible administrator within the respective LEA.
- 36.4.2. Anytime a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional analysis assessment, and to determine the necessity for an interim behavioral intervention plan. The IEP team shall document the reasons for not conducting the assessment and/or not developing an interim plan. Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.

### **37. STUDENT RETURN TO DISTRICT**

- 37.1. 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.

**38. SCHOOL CLOSURE**

- 38.1. 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.

**39. OTHER PROVISIONS**

- 39.1. Any structural modifications that are required in compliance with prevailing legal mandates shall not be the responsibility of the LEA.
- 39.2. 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.

**40. INDIVIDUAL SERVICE AGREEMENTS**

- 40.1. 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.
- 40.2. 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.
- 40.3. CONTRACTOR shall sign and return ISA to the LEA within three (3) business days of receipt.
- 40.4. In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

**41. PAYMENT PROVISION**

- 41.1. A unit of service for payment purposes is one day of attendance as defined in the EC 46307.
- 41.2. 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.
- 41.3. 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.
- 41.4. 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.
- 41.5. 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.



- 41.6. 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.
- 41.6.1. CONTRACTOR should notify SELPA Director if there are problems with timely payment.
- 41.7. CONTRACTOR shall submit a rebilling statement no later than ten (10) days after an invoice is returned to the CONTRACTOR for correction(s).
- 41.8. 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
- 41.9. In no case should payment claim submission or rebillings for any Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year. Invoices received for a closed fiscal year beyond the six-month period will be returned unpaid and should be removed from the Nonpublic School or Agency's accounts receivable.

#### 42. **RIGHT TO WITHHOLD**

- 42.1. LEA has the right to withhold payment to CONTRACTOR when LEA has reliable evidence, described in writing to CONTRACTOR that:
  - 42.1.1. CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, records;
  - 42.1.2. Contractor has failed to provide to LEA all documents prior to school closure;
  - 42.1.3. CONTRACTOR has failed to provide to LEA properly prepared invoices within thirty (30) calendar days from the end of the attendance accounting period;
  - 42.1.4. 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;
  - 42.1.5. CONTRACTOR has not performed a service identified on the invoice;
  - 42.1.6. CONTRACTOR's performance, in whole or in part, either has not been carried out or is insufficiently documented;
  - 42.1.7. 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;
  - 42.1.8. 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
  - 42.1.9. 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;
- 42.2. If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall provide written notice to CONTRACTOR that LEA is withholding payment.
  - 42.2.1. Such notice shall specify the basis for LEA's withholding payment.
  - 42.2.2. 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.
  - 42.2.3. 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.

#### 43. **AUDIT EXCEPTIONS**

- 43.1. 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.

- 43.2. 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.
- 43.3. Any and all audit exceptions must be specified in complete detail before any demand by LEA for any amount set forth therein.
- 43.4. 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.

44. **MAINTENANCE OF RECORDS**

- 44.1. The following records shall be maintained by CONTRACTOR:
- 44.1.1. All student records (inclusive of electronically stored 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.
- 44.1.2. Such forms and records shall be available for review, inspection, or audit by LEA for a period of three (3) years thereafter.

45. **TERM OF CONTRACT**

- 45.1. 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.
- 45.2. 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.
- 45.3. The laws of the State of California shall govern the terms and conditions of this contract with venue in San Joaquin County, California.
- 45.4. 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.
- 45.5. The parties hereto have executed this Contract by and through their duly authorized agents or representatives.
- 45.6. This contract is effective on July 1, 2010 and terminates when a newly revised contract is executed unless sooner terminated as provided herein.

## RATE SCHEDULE

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

<u>➤ BASIC EDUCATION PROGRAM</u>	<u>RATE</u>	<u>PERIOD</u>
➤ <u>As set forth in the IEP for each student</u>	<u>146.00</u>	<u>180 days</u>

## RELATED SERVICES

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

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

## NOTES:

**CONTRACTOR**

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

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

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

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

**LEA**

**Tracy Unified School District**  
Name of District or Local Educational Agency

\_\_\_\_\_  
Superintendent's Signature                      Date

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

APPROVED AS TO FORM:

Legal Advisor

\_\_\_\_\_  
Legal Advisor Signature                      Date

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** August 2, 2010  
**SUBJECT:** Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at John C. Kimball High School

**BACKGROUND:** Parent Institute for Quality Education (PIQE) is an organization committed to connecting families, schools, and community as partners to advance the education of every child through parent engagement. Their vision is to create a community in which parents and educators collaborate to transform every child's educational environment, both at home and at school, so that all children can achieve their greatest academic potential.

**RATIONALE:** The focus of PIQE is to encourage and support low-income, ethnically-diverse parents of K-12 school children to take a participatory role in their children's education. Providing PIQE at John C. Kimball High School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, and community and to facilitate a partnership to support student achievement. This supports District Goal #7 – Develop and utilize partnerships that contribute to the achievement of District Goals.

**FUNDING:** The District shall pay \$5,000 for the first class (9 sessions), and \$2,000 for 1 additional class (9 sessions) running concurrently, not to exceed a total of \$7,000. The cost of these classes will be paid out of Title I designated funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at John C. Kimball High School

**Prepared by:** Cheryl Domenichelli, Principal of John C. Kimball High School

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Parent Institute for Quality Education (PIQE), 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: PIQE will provide classes for parents of John C. Kimball High School designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of Nine Sessions ( 9 ) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location John C. Kimball High School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 5,000.00 for the first class, and \$2,000 each for up to one (1) other class running concurrently per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$7,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL; [ 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 September 1, 2010, and shall terminate on December 17, 2010.
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, Barbara Silver at ( 209 ) 832-6600 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:**

Jenisa Guerrero  
Consultant Signature (1)

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

Aug. 3, 2010  
Date

Executive Director  
Title

1124 11<sup>th</sup> Street Ste B  
Address

Modesto, CA 95354

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

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

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

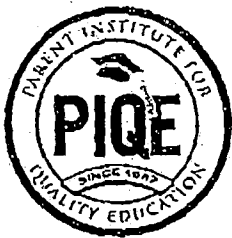
\_\_\_\_\_  
Date Approved by the Board

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.

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## SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Cheryl Domenichelli - principal

From: Teresa Guerrero, Executive Director

Date: Aug. 3, 2010

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and John C Kimball H.S. agree as follow:

### RECITALS

- A. Scope of Services: PIQE will provide a parent training course for the parents of the children enrolled in the school above mentioned. PIQE will recruit parents by phone, provide a needs-assessment session, a series of weekly training sessions for parents culminating in a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.
- B. Location: John C Kimball H.S.
- C. Period of Performance: Sept 2010 - December 2010
- D. Compensation: \$5,000 for one class of 30 or less parent graduates, \$2,000 for each additional class.
- E. School funding from: School budget and or Title I
- F. In addition, schools where the PIQE program is provided will make available babysitting services as well as any refreshment to be provide to the parents

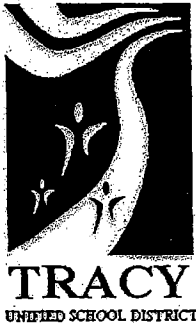
I accept these services at John C Kimball H.S. under the terms and conditions noted.

[Signature]  
, Principal

8.3.10  
Date

Parent Institute Representative:

Teresa Guerrero  
Teresa Guerrero, Executive Director PIQE



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** July 15, 2010  
**SUBJECT:** Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending July 15, 2010.

**BACKGROUND:** Pursuant to the Williams Settlement, the Valenzuela Settlement, and California Education Code Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, 3) a properly credentialed teacher for every classroom and 4) intensive remediation for up to two years for students who have completed grade 12 but not passed the California High School Exit Exam. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams/Valenzuela uniform complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams/Valenzuela settlements during the April 15, 2010 – July 15, 2010 reporting period.

**RATIONALE:** The quarterly report for the period of April 15, 2010 through July 15, 2010 has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint Process as well as the resolution of each of those complaints. This report supports Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment, and research-based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap and Goal #2: Provide a safe environment to students and staff that is conducive to learning.

**FUNDING:** No cost

**RECOMMENDATION:** Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending July 15, 2010.

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

**San Joaquin County Office of Education**  
**Valenzuela/CAHSEE Lawsuit Settlement**  
**Quarterly Report on Williams Uniform Complaints**  
 [Education Code § 35186(d)]

District: Tracy Joint Unified School District

Person completing this form: Carol Anderson-Woo Title: Director of Curriculum, Accountability and Continuous Improvement

Quarterly Report Submission Date: (check one)  
☐ January 15, 2010  
☐ April 15, 2010  
☒ July 15, 2010  
☐ October 15, 2010


Date for information to be reported publicly at governing board meeting: August 10, 2010

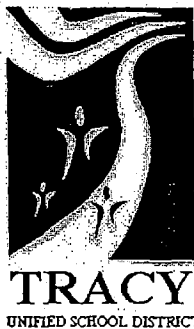
Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
CAHSEE Intensive Instruction and Services			
<b>TOTALS</b>			

Dr. James Franco  
 Print Name of District Superintendent

 7-7-10  
 Signature of District Superintendent 179 Date



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent *SAH/mk*  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** August 2, 2010  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Alford, Howard

Anders, Christina

Anderson, Scott

Axford, Laurie

Ball, Demetrius

## CERTIFICATED

English (Replacement)  
Kimball High School  
Class VI, Step 16, "B"  
\$73,462.00  
Funding: General

6<sup>th</sup> Grade (New)  
Kelly School  
Class IV, Step 8, "B"  
\$55,874.00  
Funding: General

Social Science (New)  
Kimball High School  
Class I, Step 2, "A"  
\$42,004.00  
Funding: General

3<sup>rd</sup> Grade (Replacement)  
McKinley School  
Class V, Step 8, "B"  
\$57,818.00  
Funding: General

Social Science (Replacement)  
West High School  
Class III, Step 3, "B"  
\$47,129.00  
Funding: General

Banner, Dominique	Math (Replacement) Tracy High School Class V, Step 4, "B" \$52,047.00 Funding: General
Barber, Katie	4 <sup>th</sup> Grade (Replacement) South/West Park Class V, Step 6, "B" \$55,618.00 Funding: General
Berendt, Corinne	Social Science (Replacement) Kimball High School Class VI, Step 5, "B" \$55,618.00 Funding: General
Bolding, Doreen	7 <sup>th</sup> Grade (Replacement) North School Class VI, Step 11, "B" \$67,920.00 Funding: General
Bury, Kimberly	6 <sup>th</sup> Grade (New) Kelly School Class V, Step 6, "B" \$53,995.00 Funding: General
Carrasquillo, Vanessa	5 <sup>th</sup> Grade Bilingual (Replacement) South/West Park Class III, Step 6, "B" \$52,047.00 Funding: EIA
Cavallaro, Pamela	PE (Replacement) North School Class V, Step 14, "B" \$64,067.00 Funding: General
Cleaver, Sarah	6 <sup>th</sup> Grade Core (New) Monte Vista Middle School Class IV, Step 8, "B" \$55,874.00 Funding: General

Coffman, Lisa	Math/Leadership (New) Monte Vista Middle School Class IV, Step 5, "B" \$50,424.00 Funding: General
Cooper, Alyssa	8 <sup>th</sup> Grade Core (New) Kelly School Class V, Step 6, "B" \$53,995.00 Funding: General
Dubie, Elizabeth	Music (Replacement) Poet-Christian School Class I, Step 3, "A" \$42,004.00 Funding: General
Eckman, Daniel	Social Science (Replacement) Tracy High School Class III, Step 3, "B" \$42,004.00 Funding: General
Essenmacher, Daryl	Social Science (Replacement) Poet-Christian School Class III, Step 7, "B" \$52,179.00 Funding: General
Evans, Laura	3 <sup>rd</sup> Grade (Replacement) South/West Park Class V, Step 6, "B" \$53,995.00 Funding: General
Fontana, Melinda	RSP/SDC (Replacement) West High School Class IV, Step 5, "B" \$52,047.00 Funding: Special Education
Gregory, Justin	Art/Yearbook (New) Kimball High School Class III, Step 9, "B" \$57,497.00 Funding: General

Haidet, Theresa

4<sup>th</sup> Grade (New)  
South/West Park  
Class VI, Step 6, "B"  
\$55,874.00  
Funding: Site Categorical

Jarvis, Cheryl

6<sup>th</sup> Grade Core (Replacement)  
Williams Middle School  
Class III, Step 6, "B"  
\$55,874.00  
Funding: General

Johnson, Debra

Home Economics (Replacement)  
Tracy High School  
Class V, Step 7, "B"  
\$55,874.00  
Funding: General

Kassel, Jennifer

5<sup>th</sup> Grade GATE (New)  
South/West Park  
Class VI, Step 6, "B"  
\$57,497.00  
Funding: GATE & ARRA

Keehn, Marie

Social Science (New)  
Kimball High School  
Class IV, Step 8, "B"  
\$55,874.00  
Funding: General

Knight, Veronica

8<sup>th</sup> Grade (Replacement)  
North School  
Class V, Step 6, "B"  
\$53,995.00  
Funding: General

Lewis, Melissa

4<sup>th</sup> Grade GATE (New)  
South/West Park  
Class VI, Step 6, "B"  
\$55,874.00  
Funding: GATE/ARRA

Morgan, Shadee

4<sup>th</sup> Grade (Replacement)  
McKinley School  
Class III, Step 6, "B"  
\$50,424.00  
Funding: General

Morse, Lori	5 <sup>th</sup> Grade (Replacement) Jacobson Class VI, Step 6, "B" \$55,874.00 Funding: General
Newton, Richard	Math (Replacement) Tracy High School Class V, Step 4, "B" \$50,424.00 Funding: General
Nunez, Angelique	PE .60 FTE (New) North School Class III, Step 4, "B" \$28,254.00 Funding: General
Odoko, Bolanle	Math (New) Monte Vista Middle School Class VI, Step 5, "B" \$55,618.00 Funding: General
Qayumi, Enayat	Math (New) Kimball High School Class V, Step 4, "B" \$52,047.00 Funding: General
Reynolds, Thomas	Math (Replacement) Kimball High School Class VI, Step 5, "B" \$53,995.00 Funding: General
Rhodes, Deborah	1 <sup>st</sup> Grade (Replacement) Freiler School Class IV, Step 6, "B" \$52,179.00 Funding: General
Ruiz, Ruperto	7 <sup>th</sup> Grade Core (New) Monte Vista Middle School Class V, Step 6, "B" \$53,995.00 Funding: General



Sanchez, Denise	5 <sup>th</sup> Grade Bilingual (Replacement) South/West Park School Class IV, Step 6, "B" \$52,179.00 Funding: General
Stiborek, Linda	Independent Studies (Replacement) DR/Willow Class VI, Step 6, "B" \$57,497.00 Funding: General
Summa, Emily	4 <sup>th</sup> Grade (New) Kelly School Class VI, Step 11, "B" \$66,297.00 Funding: General
Thacker, Susan	Life Science/Physical Science (Replacement) Williams Middle School Class III, Step 2, "B" \$43,976.00 Funding: General
Tillman, Pamela	7 <sup>th</sup> Grade Core (New) Monte Vista Middle School Class V, Step 20, "B" \$64,067.00 Funding: General
Timmons, Kristina	5 <sup>th</sup> Grade (New) South/West Park Class VI, Step 10, "B" \$64,067.00 Funding: General
Toepfer, Jill	PE .80 FTE (.40 New; .40 Replacement) Kimball High School Class III, Step 5, "B" (60%) \$40,280.80 Funding: General
Vanegas-Gomez, Yvonne	4 <sup>th</sup> Grade Bilingual (Replacement) South/West Park Class IV, Step 6, "B" \$52,179.00 Funding: EIA

Vierra, Christine

5<sup>th</sup> Grade GATE (Replacement)  
South/West Park  
Class IV, Step 6, "B"  
\$52,179.00  
Funding: GATE & ARRA

Wong, Crystal

Math (Replacement)  
Tracy High School  
Class II, Step 7, "A"  
\$45,623.00  
Funding: General

Yu, Joan

Math (Replacement)  
Freiler School  
Class III, Step 1, "B"  
\$43,975.00  
Funding: General

**BACKGROUND:**

O'Hara-Jones, Susan

Principal (Replacement)  
Monte Vista Middle School  
LME Class 52, Step D  
\$100,167.35  
Funding: General

Harrold, Brandi

Program Specialist (School Readiness)  
District Education Center  
LME Class 43, Step E  
\$94,073.70  
San Joaquin County Children and Families  
Commission (First 5 San Joaquin)  
For the Building Literacy Together  
Grant, Pending Available Funding

**BACKGROUND:**

Bryan, Robert

Bus Driver/Custodian/Groundskeeper (Replacement)  
\*Filled by current TUSD employee  
Range 36, Step B - \$17.32 per hour + ND  
8 hours per day  
Funding: General Fund – 25%; Transportation  
Home to School – 50%; Ongoing & Major  
Maintenance – 25%

DeWitt, John

Bus Driver/Custodian/Groundskeeper (Replacement)  
\*Filled by current TUSD substitute employee  
Range 36, Step A - \$16.53 per hour + ND  
8 hours per day  
Funding: General Fund – 25%; Transportation  
Special Ed – 50%; Ongoing & Major  
Maintenance – 25%

Durant, Leigh Anne

Registrar (Replacement)  
\*Filled by current TUSD employee  
Kimball High School  
Range 35, Step D - \$18.58 per hour  
8 hours per day  
Funding: General Fund

Johnson, Ted

Bus Driver/Custodian/Groundskeeper (New)  
Transportation – Special Ed – New County Routes  
Range 36, Step A - \$16.53 per hour + ND  
8 hours per day  
Funding: General Fund – 25%; Transportation  
Special Ed – 50%; Ongoing & Major  
Maintenance – 25%

Wright, Nidaluz

Elementary Attendance Clerk (Replacement)  
\*Filled by current TUSD employee  
Poet Christian School  
Range 28, Step E - \$16.53 per hour  
8 hours per day  
Funding: General Fund

**BACKGROUND:**

**CLASSIFIED/CONFIDENTIAL  
MANAGEMENT**

Rios, Athena

Elementary School Secretary (Replacement)  
\*Rehire past TUSD employee  
George Kelly School  
Range 8, Step E - \$24.42 per hour  
8 hours per day  
Funding: General Fund

**BACKGROUND:**

**COACHES/ATHLETIC DIRECTOR**

Henderson, Gary

Athletic Director  
Tracy High School  
Stipend: \$6,490.71

Leonos, Tony

Head Wrestling Coach  
Tracy High School  
Stipend (after 25% reduction) \$3,651.02

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent *SH/nk*  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
& Human Resources  
**DATE:** August 2, 2010  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absence for Classified,  
Certificated, and/or Management Employment

## BACKGROUND:

## CERTIFICATED MANAGEMENT RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
-------------------	-------------	---------------------------

None.

## BACKGROUND:

## CERTIFICATED MANAGEMENT RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
O'Hara-Jones, Susan Assistant Principal	MVMS	07/28/10	To accept Principal position at Monte Vista Middle School
Hill, Charles Principal	Bohn	08/15/10	Personal

## BACKGROUND:

## CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Crivello, Anna English	Tracy High	06/30/10	Personal

**BACKGROUND:**NAME/TITLESITE**CERTIFICATED RETIREMENT**EFFECTIVE  
DATELarios, Arcelia  
Pre-School TeacherSouth/West  
Park

06/30/10

**BACKGROUND:**NAME/TITLESITE**CLASSIFIED RETIREMENT**EFFECTIVE  
DATE

None.

**BACKGROUND:**NAME/TITLESITE**CLASSIFIED RESIGNATION**EFFECTIVE  
DATEREASONBryan, Robert  
School Security Person

Stein

7/5/10

Accepted Bus Driver/  
Custodian/Groundskeeper  
PositionDominguez, Oscar  
Bus Driver/Custodian/  
Groundskeeper

Transportation 6/14/10

Personal

Durant, Leigh Anne  
High School Attendance  
Secretary

KHS

6/18/10

Accepted Registrar position  
at Kimball High SchoolReyes, Diana  
Bus Driver

Transportation 7/26/10

Personal

Vazquez, Lilia  
Bus Driver

Transportation 6/30/10

Personal

**RECOMMENDATION:** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment**Prepared by:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *Casey* Dr. Casey Goodall, Associate Superintendent, Business Services  
**DATE:** August 2, 2010  
**SUBJECT:** Consider Claim No. 1-1011 TUSD

**BACKGROUND:** On or about July 30, 2010, a claim was received by the Tracy Unified School District in which the claimant stated that a loss or injury occurred on or about June 1, 2010. The District's insurance providers reviewed the claim and determined:

- a. The information provided to date does not suggest that there is a liability on behalf of the School District.

The District's insurance providers recommends a rejection/denial of this claim by the Board of Trustees.

The amount of the claim is noted as exceeding \$25,000.00.

**RATIONALE:** District's insurance advisors, legal advisors, and District staff recommend rejection/denial of this claim. This is standard practice in order to protect the District from future litigation.

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

**RECOMMENDATIONS:** All claims August 10, 2010 and after are hereby denied/rejected.

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



# ADMINISTRATIVE & BUSINESS SERVICES

**TO:** Board of Education  
**FROM:** Dr. James C. Franco, Superintendent  
**DATE:** August 3, 2010  
**SUBJECT:** Approve Naming Facility and Appoint Screening Committee

**BACKGROUND:** Board Policy 7310 states that "Schools or sites wishing to name an existing unnamed facility must first seek the approval of the Board to begin the naming process as outlined in Administrative Regulation 7310."

**RATIONALE:** A proposal has been submitted to West High School administration to name the gymnasium. The West High School administration is also investigating alternative methods to honor local educators, and community and civic leaders who have made a long-term contribution to their site.

In accordance with AR 7310, staff is requesting approval to begin the naming process.

**FUNDING:** There is no cost.

**RECOMMENDATION:** Approve Naming Facility and Appoint Screening Committee.

**Prepared by:** Dr. James C. Franco, Superintendent.



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** July 30, 2010  
**SUBJECT:** Approve Expenditure of General Fund Money in the Amount of \$2,000 to Cover the Cost of Awards for Employee Accomplishments and/or Contributions

**BACKGROUND:** Pursuant to Education Code 44015, the governing board of a school district may make awards to employees who do any of the following:

1. Propose procedures or ideas that thereafter are adopted and effectuated, and the result in eliminating or reducing district expenditures or improving operations
2. Perform special acts or special services in the public interest
3. By their superior accomplishments, make exceptional contributions to the efficiency, economy or other improvement in operations of the school district

Any award granted under the provisions of Education Code 44015 that may be made by an awards committee under appropriate District rules shall not exceed two hundred dollars (\$200), unless a larger award is expressly approved by the governing board.

**RATIONALE:** Each year the District recognizes employees with awards for accomplishments or contributions such as having longevity within the District, employees retiring, and being recognized as an outstanding employee of the term and/or year. Depending on the length of service or accomplishment, employees receive gifts that cost between \$2 and \$18.

This agenda item meets Strategic Goal #7-Develop and utilize partnerships that contribute to the achievement of District Goals.

**FUNDING:** The annual cost fluctuates with the number of employees retiring and being recognized for longevity. Awards do not exceed the maximum amount allowed pursuant to the section of the Education Code.

**RECOMMENDATION:** Approve Expenditure of General Fund Money in the Amount of \$2,000 to Cover the Cost of Awards for Employee Accomplishments and/or Contributions

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



# Education Code

## Education Code

### Awards

EC 44015

(a) The governing board of a school district may make awards to employees who do any of the following:

(1) Propose procedures or ideas that thereafter are adopted and effectuated, and that result in eliminating or reducing district expenditures or improving operations.

(2) Perform special acts or special services in the public interest.

(3) By their superior accomplishments, make exceptional contributions to the efficiency, economy, or other improvement in operations of the school district.

(b) The governing board of a school district may make awards to pupils for excellence.

Before any awards are made pursuant to this section, the governing board shall adopt rules and regulations. The board may appoint one or more merit award committees made up of district officers, district employees, or private citizens to consider employee proposals, special acts, special services, or superior accomplishments and to act affirmatively or negatively thereon or to provide appropriate recommendations thereon to the board.

Any award granted under the provisions of this section that may be made by an awards committee under appropriate district rules, shall not exceed two hundred dollars (\$200), unless a larger award is expressly approved by the governing board.

When an awards program is established in a school district pursuant to this section, the governing board shall budget funds for this purpose but may authorize awards from funds under its control whether or not budgeted funds have been provided or the funds budgeted are exhausted.

(Amended by Stats. 1987, Ch. 1452, Sec. 360.)

