

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

**DATE: TUESDAY, SEPTEMBER 28, 2010**

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

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

**A G E N D A**

1. **Call to Order**
2. **Roll Call – Establish Quorum**  
Board: 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 **Educational Services:**
    - 3.1.1 Findings of Facts: FF#10-11/1, 2, 5, 7, 8, 9, 11, 12, 13
    - 3.1.2 Application for Reinstatement AR#10-11/ 1, 2  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
    - 3.1.3 Application for Enrollment #10-11/1, 2  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
    - 3.1.4 PE Exemption - FRE #10216008  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
  - 3.2 **Human Resources:**
    - 3.2.1 Public Employee Evaluation  
Title: Superintendent
    - 3.2.2 Consider Public Employee/Employment/Discipline/Dismissal/Release  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
    - 3.2.3 Conference with Labor Negotiator  
Agency Negotiator: Sheila Harrison  
Assistant Superintendent of Educational Services & Human Resources  
Employee Organization: CSEA, TEA
4. **Adjourn to Open Session**
5. **Call to Order and Pledge of Allegiance**

6. **Closed Session Issues:** Pg. No  
6a Action on Findings of Facts: FF#10-11/1, 2, 5, 7, 8, 9, 11, 12, 13  
Action: Motion\_\_\_; Second\_\_\_; Vote: Yes \_\_\_; No \_\_\_; Absent\_\_\_; Abstain \_\_\_  
6b Report Out of Action Taken on Application for Reinstatement AR#10-11/1, 2  
Action: Vote: Yes \_\_\_; No \_\_\_; Absent\_\_\_; Abstain \_\_\_  
6c Report Out of Action Taken on Consider Application for Enrollment #10-11/1, 2  
Action: Vote: Yes \_\_\_; No \_\_\_; Absent\_\_\_; Abstain \_\_\_  
6d Report Out on PE Exemption - FRE #10216008  
Action: Vote: Yes \_\_\_; No \_\_\_; Absent\_\_\_; Abstain \_\_\_
7. **Approve Regular Minutes of September 14, 2010.** 1-5  
Action: Motion\_\_\_; Second\_\_\_; Vote: Yes \_\_\_; No \_\_\_; Absent\_\_\_; Abstain \_\_\_
8. **Student Representative Reports:** West High: Brooke Gard; Tracy High: Taylor Bobbit;  
Stein High: Jason Nasiri; Kimball High: Aloukika Shah
9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:  
9.1 Williams Middle School Site Update on Achievements & Activities  
9.2 IGCG/ABL Site Update on Achievements & Activities
10. **Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item will be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a speaker's card at the secretary's desk).  
This is a period in which members of the public may address the Board on any subject within the Board's jurisdiction that is not on the agenda. The Brown Act does not allow the Board to take action or discuss items which are not on the agenda. This is because other members of the public have not been notified through the agenda that the subject of the statement would be discussed at this Board meeting.  
The Board may ask for the item to be placed on a future agenda, direct the speaker to a person who can help, or provide the speaker with the correct procedure to follow to address his/her problem. All speakers have a constitutional right to free speech. As a protective measure, we would like to remind you that if you say something which might give another person the right to pursue legal recourse against you. There is a 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.
11. **Information & Discussion Items:** An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.  
11.1 **Administrative & Business Services:** None.  
11.2 **Educational Services:**  
11.2.1 Receive Report on Improving Math Test Scores

<b>12. PUBLIC HEARING:</b>		<b>Pg. No</b>
<b>12.1 Educational Services:</b>		
<b>12.1.1</b>	Conduct a Public Hearing on Item 14.2.1 to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District	7
<b>13. Consent Items:</b>	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.	
	<b>Action:</b> Motion __; Second __. <b>Vote:</b> Yes __; No __; Absent __; Abstain __	
<b>13.1 Administrative &amp; Business Services:</b>		
<b>13.1.1</b>	Accept the Generous Donations from the Various Individuals, Businesses and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District	8-9
<b>13.1.2</b>	Approve Assembly Vendors and Site Assembly Utilization Calendars	10-13
<b>13.1.3</b>	Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	14-15
<b>13.1.4</b>	Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	16-17
<b>13.1.5</b>	Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	18-19
<b>13.2 Educational Services:</b>		
<b>13.2.1</b>	Ratify Master Contract with Land Park Academy	20-43
<b>13.2.2</b>	Approve Agreement for Special Contract Services with Dr. Willis of Empowering Parents to Provide Training for Parents, Students and Staff at Williams Middle School and West High School for the 2010-2011 School Year	44-46
<b>13.2.3</b>	Ratify Master Contract and Individual Services Agreement with Stockton Education Center, NPS	47-71
<b>13.2.4</b>	Approve Agreement for Special Contract Services with Ruth Miller Consultant with Performio Solutions Inc., to Provide Coaching in Continuous Improvement Principles for the District Continuous Improvement Team, Management Team as well as to Principals and District Support Team Members	72-74
<b>13.3 Human Resources:</b>		
<b>13.3.1</b>	Approve Classified, Certificated and/or Management Employment	75-79
<b>13.3.2</b>	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	80

- 14. Action Items:** Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items. **Pg. No**
- 14.1 Administrative & Business Services:**
- 14.1.1** Approve and Appoint Screening Committee for West High Gym **81**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 14.1.2** Approve Payment of CSBA Dues **82**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 14.1.3** Approve Combination of Part-Time Vacancies with New Bus Driving Requirements and Authorize Hiring Six Employees **83-85**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 14.1.4** Adopt Revised Administrative Regulation 1330.1 Facility Use **86-107**  
 (1<sup>st</sup> Reading, Intent to Adopt)  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 14.1.5** Consider Claim No. 2-1011 TUSD **108**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 14.1.6** Authorize Associate Superintendent for Business Services to Enter into Agreement to Donate Obsolete and Surplus Phone Equipment to Sacramento City Schools **109-11**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 14.1.7** Adopt Resolution No. 10-07 Approving a Development and Lease Agreement, a Site Lease and a Guarantee Maximum Price Relating to the Construction of a New Performing Arts Building at West High School; and Issue the Notice to proceed (Separate Cover Item) **113-11**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 14.2 Educational Services:**
- 14.2.1** Adopt Resolution #10-06: A Declaration that There are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District **115-12**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 14.2.2** Acknowledge Administrative Regulation 5129, Bullying/Harassment (2<sup>nd</sup> Reading, Intent to Adopt) **121-13**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 14.3 Human Resources:**
- 14.3.1** Approve New Job Description for Utility III **133-13**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 15. Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.
- 16. Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.

**17. Board Meeting Calendar:**

- 17.1     October 12, 2010**
- 17.2     October 26, 2010**
- 17.3     November 9, 2010**
- 17.4     December 14, 2010**
- 17.5     January 11, 2011**
- 17.6     January 25, 2011**

**18. Upcoming Events:**

- |                                      |                                      |
|--------------------------------------|--------------------------------------|
| <b>18.1     November 11-12, 2010</b> | <b>No School, Veterans' Day</b>      |
| <b>18.2     October 25, 2010</b>     | <b>No School, Parent Conferences</b> |
| <b>18.3     November 22-26, 2010</b> | <b>No School, Thanksgiving Week</b>  |
| <b>18.4     December 20-31, 2010</b> | <b>No School, Winter Break</b>       |
| <b>18.5     January 17, 2011</b>     | <b>No School, MLK Day</b>            |

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

**Minutes of  
Regular Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, September 14, 2010**

**5:20 PM:** President Swenson called the meeting to order and adjourned to closed session.

**Roll Call:** Board: J. Costa, G. Crandall, T. Guzman, B. Swenson  
Absent: W. Gouveia, K. Lewis, J. Vaughn  
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry

**7:11 PM:** 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 High School Intra-District Appeal #10201379  
**Action:** Denied appeal. **Vote:** Yes-4; No-0; Absent-3(Gouveia, Lewis, Vaughn)  
Action Taken on Finding of Fact #10-11/3, 4, 6  
**Action:** Crandall, Guzman. **Vote:** Yes-4; No-0; Absent-3(Gouveia, Lewis, Vaughn).

6c Report Out of Action Taken on Application for Reinstatement AR#09-10/73, 74, 75, 76, 77, 78  
**Action:** **Vote:** Yes-4; No-0; Absent-3(Gouveia, Lewis, Vaughn)

6d Report Out of Action Taken on Application for Enrollment #09-10/1  
**Action:** Pulled. **Vote:** None.

6e Report Out of Action Taken on Waiver of Expulsion #10-11/1  
**Action:** **Vote:** Yes-4; No-0; Absent-3(Gouveia, Lewis, Vaughn)

6f Report Out of Action Taken on Early Graduation WHS #1020999 and WHS #10213014  
**Action:** **Vote:** Yes-4; No-0; Absent-3(Gouveia, Lewis, Vaughn)

6g Report Out of Action Taken on PE Exemption FRE #10204936  
**Action:** **Vote:** Yes-4; No-0; Absent-3(Gouveia, Lewis, Vaughn)

**Employees Present:** C. Minter, J. Cardoza, R. Call, L. Nelson, W. Huffman, P. Hall, C. Woo, C. Sasser, N. Link, G. Borejko, J. Carter, D. Cheeseman, R. Soto, S. Walsh, L. Fresquez, J. Yasemsky

**Press:** J. Hirsch, Tracy Press

**Visitors Present:** S. Abercrombie, D. Sader, C. Bornell, R. Edmiston, A. Diaz, S. Vera

**Minutes:** Approve Regular Minutes of August 24, 2010.  
**Action:** Guzman, Crandall. **Vote:** Yes-4; No-0; Absent-3(Gouveia, Lewis, Vaughn)

**Student Rep Reports:** None.

**Recognition & Presentations:** 9.1 Recognize and Congratulate Alexis Diaz for Having her Poem Selected as One of the Ten Best Poems in the US and Canada and Published in the "A

## Celebration of Poets" Anthology

Assistant Superintendent of Educational Services and Human Resources, Dr. Sheila Harrison, recognized Alexis Diaz whose poem was selected as one of the ten best in the US and Canada. The Williams Middle School student read her poem to the audience. It is called "The Beautiful Things in Life". She will receive a copy of the anthology along with a \$50.00 savings bond.

- 9.2 Recognize and Congratulate Brandon Suarez, Irene Hernandez, Izaak Valadez, Alondra Villa and Susana Vera for Participating in the CTA Cesar E. Chavez Memorial Education Awards Program. Special Recognition for Susana Vera, One of the Winners in the Pre-K – Kinder Category.

Assistant Superintendent of Educational Services and Human Resources, Dr. Sheila Harrison, recognized students for participating in the CTA Cesar Chavez Memorial Education Awards Program. The program honors the memory of Cesar Chavez and provides recognition for students and their teachers who demonstrate an understanding of the vision and guiding principles by which he lived his life.

- 9.3 Jacobson Elementary School Site Update on Achievements & Activities

Principal, Cindy Sasser, and computer tech, Sharon Walsh, showcased their school's website. They reviewed the homepage, mission statement, history, teacher contacts, bell schedule, map, lunch program, CDC link, green club, newsletter, handbook, calendar, accelerated reader, parent club, bell schedules, event calendar, kidpower link, and much more. It also contained a tour of Jacobson School.

- 9.4 Central Elementary School Site Update on Achievements & Activities

Principal, Nancy Link, and Teacher, Jill Yeoman showcased their school's website. They reviewed announcements, newsletter, school calendar, fundraisers, health services, photos of activities, curriculum links to standards, staff information, PTA information and teacher websites. They also showed how students can review their homework projects and get their spelling lists.

### Hearing of Delegations

City Councilman, Steve Abercrombie and other D.A.R.E. volunteers presented Dr. Franco with a jacket in recognition of his support to the program. The D.A.R.E. advisory Board, teachers and students thanked him for being their hero.

Teacher, Wes Huffman spoke about API scores. He has ideas on ways to improve our test scores.

### Information & Discussion Items:

- 11.1 Administrative & Business Services:

- 11.1.1 Receive Report on CSBA Dues

Dr. Franco reported that almost all districts in our county have decided to stay as members of CSBA. Manteca Unified sent a letter expressing their concern. Tracy Unified will also prepare a letter. At the next

board meeting, we will approve or disapprove being a member.

**11.2 Educational Services:**

**11.2.1 Receive Report on the Accountability Progress Report (APR) for 2009-10**

Director of Curriculum, Accountability and Continuous Improvement, Dr. Carol Anderson-Woo and Assistant Superintendent of Educational Services and Human Resources, Dr. Sheila Harrison, presented a power point which reviewed the scores of the schools in the district. They also thanked and acknowledged the K-12 teacher staff for their hard work to teach the standards.

Trustee Crandall commented that he would like to see what Wes Huffman on the agenda to see what ideas he has.

**Public Hearing:**

**12.1 Administrative & Business Services:**

**Consent Items:**

**Action:** Crandall, Guzman. Vote: Yes-4; No-0; Absent-3(Gouveia, Lewis, Vaughn)

**13.1 Administrative & Business Services:**

**13.1.1 Authorize Associate Superintendent for Business Services to Enter into a Contract to Provide On-Site Day Care at Designated School Sites Beginning in the 2010/2011 School Year**

**13.1.2 Approve Revolving Cash Fund Reports for August, 2010**

**13.1.3 Approve Monthly Budget Adjustment Report for August, 2010**

**13.1.4 Approve Accounts Payable Warrants Report for July, 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 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**

**13.2 Educational Services:**

**13.2.1 Approve Agreement for Special Contract Services for Mrs. Pearlman's Fourth Grade Class at Wanda Hirsch Elementary School to Attend an Overnight Field Trip at the San Francisco Maritime National Historic Park on November 17-18, 2010**

**13.2.2 Approve Agreement for Special Contract Services for Boys & Girls Club of Tracy for the 2010-11 School Year**

**13.3 Human Resources:**

**13.3.1 Approve Classified, Certificated and/or Management Employment**

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

**Action Items:**

**14.1 Administrative & Business Services:**



**14.1.1 Approve the Unaudited Statement of Receipts and Expenditures for the 2009-2010 Fiscal Year (Separate Cover Item)**

Trustees received a report from Associate Superintendent of Business Services, Dr. Casey Goodall on the Unaudited Actuals for the 2009-2010 fiscal year. The Restricted and Unrestricted Funds were reviewed along with an enrollment update, the Federal Jobs Bill and Transportation issues. The Unrestricted fund's ending balance is higher than anticipated due largely to the intense scrutiny staff placed on all expenditures throughout the district. TUSD enrollment as of August 25<sup>th</sup> was 16,170, which is two students greater than last year at this time and 27 students greater than projected for revenue purposes. The \$3.1 million dollars from the Federal Jobs Bill, signed into state law on September 10<sup>th</sup>, can only be used for compensation and benefits. In Transportation issues, a curb-to-curb ridership increase of 99 students has led to the need for nine additional routes, which will require the district to hire additional bus drivers. As the state budget has not yet been adopted, the uncertainty about the 2010-11 budget continues to be extremely high. We will continue to scrutinize all vacant positions, use categorical funding where appropriate and review/adjust the budget when the state budget is adopted as well as following the first and second interim reports and budget adoption in June.

**Action:** Guzman, Crandall. **Vote:** Yes-4; No-0; Absent-(Gouveia, Lewis, Vaughn)

**14.1.2 Adopt Resolution No. 10-04 Clarifying the Primary and Secondary Purpose and Functions of the Tracy Unified School District, and Discerning Core Services from Supplemental Services**

**Action:** Guzman, Crandall. **Vote:** Yes-4; No-0; Absent-3(Gouveia, Lewis, Vaughn)

**14.1.3 Approve and Appoint Screening Committee for West High Gym**  
Trustee Swenson would like to add Larry Stevens to the list. Trustees Crandall and Swenson will meet with Dr. Franco and work on the list of names and then bring it back to the next meeting.

**Action:** Pulled. **Vote:** No vote.

**14.2 Educational Services: None.**

**14.2.1 Acknowledge Administrative Regulation 5129, Bullying/Harassment (1st reading, Intent to Adopt)**

**Action:** Approved 1<sup>st</sup> reading, bring back for 2<sup>nd</sup> reading. Guzman, Crandall. **Vote:** Yes-4; No-0; Absent-3(Gouveia, Lewis, Vaughn)

**14.2.2 Adopt Resolution No. 10-03 Approving the Application Authorizing the District to Enter into a Yearly Contract with the State for a Child Development Program for 2010-2011, and to Authorize Designated Personnel to Sign Contract**

**Action:** Crandall, Costa. **Vote:** Yes-4; No-0; Absent-3(Gouveia, Lewis, Vaughn)

**14.3 Human Resources:**

**14.3.1 Ratify Agreement for Special Contract Services for Weightlifting Assistance for the Athletic Program at Kimball High School Before and After School for the 2010-2011 School Year**

**Action:** Crandall, Guzman. **Vote:** Yes-4; No-0; Absent-3(Gouveia, Lewis, Vaughn)

**14.3.2** Approve Revised Job Description for Coordinator of Health Services

**Action:** Guzman, Costa. **Vote:** Yes-4; No-0; Absent-3(Gouveia, Lewis, Vaughn)

**Board Reports:**

Trustee Guzman passed. Trustee Crandall passed. Trustee Costa passed. Trustee Swenson passed.

**Superintendent Report:**

Dr. Franco thanked Casey and Bonny for leading tours of the new building at Tracy High for classes celebrating their reunions. It's nice that the former students have such an interest in their alma mater. He also thanked Trustees Gouveia, Costa and Swenson for taking the CSBA workshop at UOP. Congratulations to Don Nicholson who had the football stadium at Kimball High named after him. The official dedication will be on Friday, October 8<sup>th</sup>. If you are interested in women's basketball, UConn will be here December 28 to play at UOP. This week in football, Kimball High plays Tracy High and West High is at Freedom. The week after Tracy and West will play each other and Kimball travels to Manteca.

9:55 p.m.

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Clerk

Date



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of  
Educational Services & Human Resources  
**DATE:** September 21, 2010  
**SUBJECT:** Receive Report on Improving Math Test Scores

**BACKGROUND:** At previous board meetings, Ed Services has presented data on STAR testing and state and federal accountability (API & AYP). This data shows that achievement in math in Tracy Unified is improving as the percent of students scoring proficient is increasing. While achievement in math is increasing, the level of achievement is not where we desire it to be. The District's Math Cadre and Algebra Task Force continue to actively analyze achievement data and to identify successful practices that can be disseminated to math teachers in order to accelerate math achievement at all levels.

**RATIONALE:** Wes Huffman has presented ideas on improving math achievement at previous board meetings. The board asked for a formal presentation of these ideas. Mr. Huffman will present his ideas. These ideas will be shared with Math Cadre and/or Algebra Task Force for consideration in their continuing efforts to improve achievement in math.

**FUNDING:** N/A

**RECOMMENDATION:** Receive Report on Improving Math Test Scores.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** September 9, 2010  
**SUBJECT:** Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District

**BACKGROUND:** Section 60119 (as revised by Chapter 900, Statutes of 2004) and CCR, Title 5 Section 9531(c) of the California Education Code requires that the governing board annually hold a public hearing in which the input of parents, teachers, members of the community, and bargaining unit leaders is encouraged. The public hearing is held to determine whether, "Each pupil in each school in the district has sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Section 60605 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the state board:"

- (i.) Mathematics
- (ii.) Science
- (iii.) History-Social Science
- (iv.) English/Language Arts, including the English Language Development component of an adopted program.

**RATIONALE:** The public hearing requirement is one component of the state audit guide. Failure to conduct the hearing may cause the district to lose a portion of its instructional materials funding, i.e., Instructional Materials Fund Realignment Program (IMFRP). This item aligns with Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that insures that all students meet or exceed grade level standards and results in closing the achievement gap.

**FUNDING:** No cost to the district. Failure to conduct a public hearing may result in loss of state textbook funds to the District.

**RECOMMENDATION:** Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District.

**Prepared by:** Dr. Donna Sonnenburg, Director of Instructional Media Services and Curriculum



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** September 17, 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/Williams Middle School: From: Williams Middle School ASB. The donation is in the amount of \$551.79 (transferred from ASB Account). This donation was used to pay for the underground cabling for the WMS electronic sign.
2. Tracy Unified School District/Monte Vista Middle School: From: Charles Walker Inspection Services. The donation is in the amount of \$750.00 (transferred from ASB Account). This donation was used to pay for the underground cabling for the MVMS electronic sign.
3. Tracy Unified School District/Kimball High School: From: All American Logistics, LLC. The donation is in the amount of \$5,000.00 (check # TBD). This donation will be used for additional laboratory equipment and supplies for Dr. Utt's environmental studies in the Education, Environmental, and International Studies Pathway (EEI).

**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:** *cg* Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** September 16, 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

Board Approved	Vendor	Insurance Expires
11/13/07	Bureau of Lectures & Ancient Artifacts John Tacha or Terry Lyman 800.255.0084, <a href="http://www.assemblyline.com/index.html">www.assemblyline.com/index.html</a> <a href="mailto:bureau@assemblyline.com">bureau@assemblyline.com</a>	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, <a href="mailto:danielle@madsciencesacto.com">danielle@madsciencesacto.com</a> , 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, <a href="mailto:info@soulshoppe.com">info@soulshoppe.com</a>	2/1/2011
10/9/07	Percussion Discussion Ken Bergmann's 925-755-3786 <a href="mailto:percuss@pacbell.net">percuss@pacbell.net</a>	2/26/2011
8/25/09	Intermission Productions, Sheryl Madison, 839-9333, <a href="mailto:sher.ipmascots@yahoo.com">sher.ipmascots@yahoo.com</a> , <a href="http://www.intermissionproductions.com">www.intermissionproductions.com</a> . Haunted Houses must be pre-approved by Bob Corsaro	3/20/2011
2/9/10	San Francisco Shakespeare Festival - Leslie Breton, 415.558.0888, <a href="http://www.sfshakes.org">www.sfshakes.org</a> , <a href="http://wwwsfshakes.org/tour/index.html">wwwsfshakes.org/tour/index.html</a>	3/22/2011
4/28/09	Color Me Mine, Angie Long , 834.8910, <a href="mailto:tracy@colormemine.com">tracy@colormemine.com</a> , <a href="http://www.tracy.colormemine.com">www.tracy.colormemine.com</a>	4/4/2011
2/12/08	Toucan Jam, Sue Lomolino - <a href="http://www.toucanjam.net">www.toucanjam.net</a> , 832-0331, <a href="mailto:sue@theothercheek.com">sue@theothercheek.com</a>	4/25/2011
2/12/08	Terry Donaldson - Sparkles the Clown, 835-8383, <a href="http://www.sparklesdelight.com">www.sparklesdelight.com</a>	5/1/2011
2/12/08	Denis Martinez - Ravioli the Clown, , 835.3535, <a href="http://www.raviolitheclown.com">www.raviolitheclown.com</a>	5/1/2011
8/28/07	Horizon Intertainment - Teen Truth Anti Bully JC Pohl 818 755 8800 , <a href="mailto:jc@teentruthlive.com">jc@teentruthlive.com</a>	5/18/2011
10/9/07	Prismatic Magic - Christopher Volpe -973-283-9006 <a href="mailto:chris@prismaticmagic.com">chris@prismaticmagic.com</a> , <a href="mailto:frank@prismaticmagic.com">frank@prismaticmagic.com</a>	7/16/2011
10/23/07	Lawrence Hall of Science, 510-642-1700, <a href="mailto:pfsreq@berkeley.edu">pfsreq@berkeley.edu</a> , <a href="http://www.lawrencehallofscience.org">www.lawrencehallofscience.org</a>	Indemnification approved, Tier 1



Board Approved	Vendor	Insurance Expires
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
4/28/09	District 5 Dairy Princess, 639-1715	NO Charge, Tier 1
5/26/09	Get Real Behind The Wheel, Safe Driving Assembly targeted to 8th, 9th & 10th graders. Ken Ucci 209.601.6523. www.getrealbehindthewheel.org	NO Charge, Tier 1
5/26/09	Cowboys & Kids Reach Assembly, Penny Conway, www.reachkids.com, reachme@theriver.com	NO Charge, Tier 1
2/23/10	Boys Scouts - Civil War History presentation Preston Gilliam, 209-830-1870 or pgilliam@pacbell.net	NO Charge, Tier 1
	Thomas Brown & Associates, 707.968.9030, www.tbrownassociates.com	3/26/2011
	Bebe Conrad, Benny & Bebe's Magic Circus, www.magiccircus.com, info@magiccircus.com, (415) 457-4FUN (4386)	4/25/2011
<b>FOOD VENDORS:</b>		
10/13/09	De Vinci's Deli - Mike - 27 W 10th St - 835.6751	8/15/2010
10/13/09	Famous Dave's BBQ Catering: 866-408-7427 fax 833-9043 www.famousdaves.com	10/1/2010

<b>Board Approved</b>	<b>Vendor</b>	<b>Insurance Expires</b>
5/11/19	Chevy's 839-2241, <a href="http://www.chevys.com">www. chevys .com</a>	5/9/2011
	Shorter's Rib Pit & Catering 839-2290, 16 E. 9th Street, Tracy,	4/9/2011



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** September 20, 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. Vendor: Palmer Hamilton, LLC  
Site: 7 Sites – Bohn Elementary, Freiler Elementary, Hirsch Elementary, Jacobson Elementary, McKinley Elementary, Poet-Christian and Villavoloz Elementary  
Item: Cafeteria Tables  
Services: Price includes: tables, delivery, installation and sales tax  
Cost: \$145,525.34  
Project Funding: Cafeteria Funds (13)

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B. Vendor: F & H Construction  
Site: Kimball High School  
Item: Change Order # 6 - Ratify  
Services: Scope of work documented on attached change order summary.  
Cost: \$(2,568,975.80) Deductive change order decreases the contingency allowance previously included in contract.  
Project Funding: Developer Fees and State School Building Fund

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C. Vendor: F & H Construction  
Site: Kimball High School  
Item: Notice of Completion  
Services: Lease-leaseback contractor to build Kimball High School.  
Original Contract: \$62,818,578.00 Deductive Change Order: \$(2,763,263.36)  
Final Total Contract Amount: \$60,055,314.64  
Project Funding: Developer Fees and State School Building Fund

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** September 20, 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**

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A. Vendor: Roebbelen Contracting, Inc.  
Site: Tracy High School – Modernization/Reconstruction- Cafeteria/Classrooms  
Item: Change Order # 5 - Ratify  
Services: Scope of work documented on the change order summary.  
Cost: \$64,078.00; Deduction from contingency allowance previously included in contract.  
Project Funding: Measure E Bond Funds & State School Building Fund (SSBF)

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B. Vendor: Roebbelen Contracting, Inc.  
Site: Tracy High School – Modernization/Reconstruction- Library/Classrooms  
Item: Change Order # 5 - Ratify  
Services: Scope of work documented on the change order summary.  
Cost: \$40,832.00; Deduction from contingency allowance previously included in contract.  
Project Funding: Measure E Bond Funds & SSBF

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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:** September 20, 2010  
**SUBJECT:** Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

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

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

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

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

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A. Vendor: Western Blue  
Site: Various Sites - Technology  
Item: Quote  
Services: Liebert UPS Project; provide IDF uninterrupted power supply units and associated components; Bohn ES, Hirsch ES, Jacobsen ES, Stein Continuation HS, Williams MS, Villalovoz ES, District Office.  
Cost: \$63,823.96  
Project Funding: Measure S Bond Funds

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B. Vendor: Western Blue  
Site: Various Sites - Technology  
Item: Quote  
Services: Liebert UPS Project; provide MPH rack mounted PDU for IDF rack; Bohn ES, Hirsch ES, Jacobsen ES, Stein Continuation HS, Williams MS, Villalovoz ES.  
Cost: \$12,917.64  
Project Funding: Measure S Bond Funds

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C. Vendor: Hewlett-Packard (HP)  
Site: Various Sites - Technology  
Item: WSCA/NASPO Piggyback Agreement  
Services: Server Project; provide site servers and equipment; Stein Continuation HS, Duncan-Russell Continuation HS, Tracy HS.  
Cost: \$63,240.88  
Project Funding: Measure S Bond Funds

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# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** *AK* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** September 8, 2010  
**SUBJECT:** Ratify Master Contract with Land Park Academy

**BACKGROUND:** A Tracy Unified School District student with an IEP attends Land Park Academy, a nonpublic school for students with exceptional needs. The IEP team for this student determined that the needs of this student 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 student's need for intensive intervention. This request supports District Goal #2: Provide a safe environment for students and staff that is conducive to learning, and District Goal #7: Develop and utilize partnerships that contribute to the achievement of District Goals.

**FUNDING:** The total contract expenses for this school year include per diem costs for basic education and the related services of Speech and Occupational Therapy. Expenses will not exceed \$43,717.32. 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 Land Park Academy

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

**Tracy Unified School District - 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, 2010, 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 Land Park Academy (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and related services to individuals with exceptional needs (IWEN) under the authorization of Education Code (EC) Sections 56157 and 56365-56366.6
- B.** It is understood that this agreement does not commit LEA to payment for special education and related services provided to any individual unless, and until, an Individual Service Agreement (ISA) is executed between LEA and CONTRACTOR on behalf of such individual. Given the fact that it is the district's responsibility to assure that appropriate services are provided to the student, the district will either provide them, subcontract with other agencies per Section 4, or contract with respective NPS. The Director/Designee of the LEA's SPECIAL EDUCATION Unit may give interim telephone approval to the CONTRACTOR.
- C.** A current copy of CONTRACTOR's California Department of Education (CDE) Nonpublic School/Agency Certification approved by the California State Board of Education is attached hereto. In the event of a delay in certification by CDE, the CONTRACTOR shall forward, upon receipt, copies of the appropriate documentation from CDE that verifies the delay (e.g. waiver of certification, extension letters, etc.)
- D.** If a pupil is enrolled in a NPS/A with the approval of the LEA prior to a contract or ISA, the LEA shall issue a warrant for services, up to 90 days. If after 60 days the Master Contract has not been finalized, either party may appeal pursuant to EC 56366(c).
- E.** A NPS/A that proposes to initiate or expand services to pupils currently educated in the immediate prior fiscal year in a juvenile court program, community school or other non special education program, must notify the County Superintendent and the Special Education Local Plan Agency (SELPA). Notification must be no later than December 1 prior to the new fiscal year in which the proposed or expanding school intends to initiate services.
- F.** If certification expires during the contract period, CONTRACTOR must provide an updated copy. This Agreement will terminate if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Agreement. After termination (or during suspension), no services shall be performed where reimbursement is expected. From the initial effective date until the termination (suspension) date, the contract is in force and its terms and conditions are binding upon the parties.
- G.** Any educational funds received from an LEA for educational costs of IWENs it has placed shall be used solely for those purposes and not for the costs of a residential program.
- H.** A facility may not require, as a condition of placement that a child be identified as an IWEN.
- I.** Educational services shall occur at the school site, unless otherwise specified by the pupil's Individual Education Program/Individual Family Service Plan (IEP/IFSP).
- J.** Only those NPS/As who employ staff who hold a certificate permit or other document equivalent to that which staff in public school are required to hold in the service rendered are eligible to receive certification.
- K.** "Superintendent" as used in this agreement, shall mean State Superintendent of Schools.

## CONTRACT RELATIONS AND INSURANCE PROVISION

### 1. MODIFICATIONS AND AMENDMENTS

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

### 2. RENEWAL OF CERTIFICATION

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

### 3. NOTICES

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

Notices/bills mailed to LEA shall be addressed to:

Attention: Janet Skulina

Name

Tracy Unified School District

LEA

1875 W. Lowell Avenue

Address

Tracy

CA 95376

City

State Zip

209-830-3270

209-830-3274

Phone

Fax #

Notices to CONTRACTOR:

Kristine McNamee

Name

Land Park Academy

Nonpublic School/Agency

6400 Freeport Blvd

Address

Sacramento

CA

95822

City

State Zip

916-427-2273

916-427-1071

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.

## 16. SCHOOL CALENDAR

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

## 17. ATTENDANCE ACCOUNTING/REPORTING

- 17.1. Creditable days of attendance are only those days that are included in the submitted and approved school calendar which is attached hereto or as specified in the ISA for each pupil.
- 17.1.1. Creditable days of attendance are those in which instructional minutes meet or exceed those in comparable LEA programs or minutes specified in student's IEP.
- 17.2. CONTRACTOR shall keep attendance of each pupil daily and report attendance monthly with billing invoices to LEA using forms issued by the LEA, with the signature of the person providing the service (i.e., teacher, occupational therapist, speech therapist, etc.).
- 17.2.1. Separate attendance forms must be submitted for all related services as specified on IEP.
- 17.2.2. CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing service providers of their personal responsibility for the completion and accuracy of said forms.
- 17.3. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of discussing attendance reporting.
- 17.4. The LEA, Tracy Unified School District shall be notified immediately when the CONTRACTOR becomes aware of an emergency change of placement (e.g. hospitalization, juvenile hall, etc.,) and when the student returns to school.

- 17.5. CONTRACTOR shall notify parents in writing of 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.
  - 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, N/A. 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.

**26. GRADUATION/DIPLOMAS/TRANSCRIPTS/CERTIFICATE OF COMPLETION**

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

26.2. For pupils in grades 9-12, CONTRACTOR shall prepare official transcripts specific to the credits earned at the NPS and submit them to the LEA and the Registrar of the pupil's school of residence for evaluation of progress toward completion of diploma requirements, and specified levels of proficiency in basic skills if applicable, within two (2) weeks of the end of the 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, Tracy Unified School District Attn: Janet Skulina 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 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 July 1<sup>st</sup>, 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:

<b><u>&gt; BASIC EDUCATION PROGRAM</u></b>	<b><u>RATE</u></b>	<b><u>PERIOD</u></b>
<b><u>&gt; As set forth in the IEP for each student</u></b>	<b><u>162.71</u></b>	<b><u>210 days</u></b>

## **RELATED SERVICES**

	<b><u>RATE</u></b>	<b><u>PERIOD</u></b>
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	<u>93.61</u>	<u>hour</u>
b) Language/Speech Therapy-Group		
c) Consultation	<u>93.61</u>	<u>hour</u>
5) <b>Orientation/Mobility Training</b>	_____	_____
6) <b>Occupational Therapy</b>	<u>93.61</u>	<u>hour</u>
7) <b>Physical Therapy</b>	_____	_____
8) <b>Aides</b>	_____	_____
9) <b>Travel Time</b>	_____	_____
10) <b>Other</b> _____	_____	_____

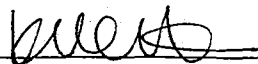
**\*\* Partial Day Rate** shall be adjusted on a pro rata basis in accordance with the actual proportion of the school day -- minutes for students (# of minutes /total number of minutes X daily rate = partial day rate ). This formula will be used to calculate rate for the ISA for less than a full day,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

## **NOTES:**

**CONTRACTOR**

**Land Park Academy**

Nonpublic School/Agency

 9/1/10  
Contracting Officer's Signature Date

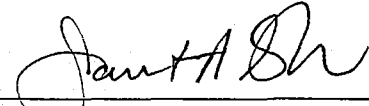
Kristine McNamee – Director - 7/01/10  
Name and Title (type) Date

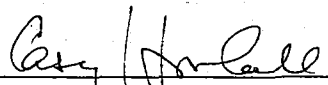
Tax I.D. # \_\_\_\_\_

**LEA**

**Tracy Unified School District**

Name of District or Local Educational Agency

 9-8-10  
Superintendent's Signature Date  
*Director of Special Ed*

 9/13/10  
Assistant Superintendent's Signature Date  
Special Education/SELPA  
(Authorized Representative and Contracts Supervisor)

APPROVED AS TO FORM:

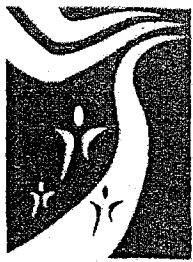
Legal Advisor

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

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**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services  
and Human Resources  
**DATE:** September 28, 2010  
**SUBJECT:** Approve Agreement for Special Contract Services with Dr. Willis of Empowering Parents to Provide Training for Parents, Staff and Students at Williams Middle School and West High School for the 2010-2011 School Year.

**BACKGROUND:** Empowering Parents is an organization committed to connecting families, schools and community as partners to advance the education of every child through parent engagement. Dr. Willis and her team from Empowering Parents have helped other Districts develop programs that will help parents prepare their students for college. 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. Dr. Willis has provided several sessions to parents across the District over the past 3 years. It is our desire to continue this college-going attitude of parents, staff, and students at Williams Middle School and to expand program training to include the students, parents, and staff of West High School.

**RATIONALE:** The focus of Empowering Parents is to encourage and support low-income, ethnically-diverse parents of grades 6-12 school children to take a participatory role in their children's education. Continuing Empowering Parents at Williams Middle School and introducing the program at West 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. This will also serve as evidence of efforts to foster a positive culture which supports the academic and personal growth of all students within the West High School community for West High School's upcoming WASC self-study accreditation visitation.

**FUNDING:** Not to exceed a total of \$20,000. The District shall pay the cost of this program at Williams Middle School and West High School. The cost of these classes will be paid out of Title I/Title III designated funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Dr. Willis of Empowering Parents to Provide Training for Parents, Staff and Students at Williams Middle School and West High School for the 2010-2011 School Year.

**Prepared by:** Linda Dopp, Director of Alternative Programs

# 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 Empowering Parents, 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: Empowering Parents will provide multiple meetings for staff, students, and parents designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children. Meetings to be held October 2010 – May 2011.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 7 meetings ( ) HOURS under the terms of this agreement at the following location Williams Middle School and West 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 **\$20,000.00** per **FLAT RATE** not to exceed a total of **\$20,000.00**. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District ☐ **SHALL**; ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$\_\_\_\_\_ for the term of this agreement.
  - c. District shall make payment on a ☒ **MONTHLY PROGRESS BASIS**, ☐ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on October 11, 2010, and shall terminate on May 31, 2011.
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, Linda Dopp at (209) 830-3210 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

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

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

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

Send all copies to the Business Office:

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



**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:** August 31, 2010  
**Subject:** **Ratify Master Contract and Individual Services Agreement with Stockton Education Center, NPS**

**BACKGROUND:** At present, there is one Tracy Unified School District student attending Stockton Education Center. The number of students attending Stockton Education Center may vary at any given time. Ratification is necessary so that services specified on IEPs can be provided in a compliant manner.

**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 this child's needs. Based on the IEP, this student was placed in a structured setting with a behavioral component not available in the public setting. 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 1 student with basic education at \$142.50 and transportation costs at \$85.00 for a total of \$40,950.00. 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 Stockton Education Center, NPS.

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

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

## CONTRACT RELATIONS AND INSURANCE PROVISION

### 1. MODIFICATIONS AND AMENDMENTS

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

### 2. RENEWAL OF CERTIFICATION

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

### 3. NOTICES

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

Notices/bills mailed to LEA shall be addressed to:

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

Name

Tracy Unified School District

LEA

1875 W. Lowell Ave

Address

Tracy

City

209-830-3270

Phone

CA 95376

State Zip

209-830-3274

Fax #

Notices to CONTRACTOR:

Name

David Muhammad, Administrator

Nonpublic School/Agency

Stockton Education Center

Address

525 West 7<sup>th</sup> Street Stockton, CA 95205

City

209-918-5918

Phone

State Zip

209-464-1947

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, 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.

**16. SCHOOL CALENDAR**

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

**17. ATTENDANCE ACCOUNTING/REPORTING**

- 17.1. Creditable days of attendance are only those days that are included in the submitted and approved school calendar which is attached hereto or as specified in the ISA for each pupil.
- 17.1.1. Creditable days of attendance are those in which instructional minutes meet or exceed those in comparable LEA programs or minutes specified in student's IEP.
- 17.2. CONTRACTOR shall keep attendance of each pupil daily and report attendance monthly with billing invoices to LEA using forms issued by the LEA, with the signature of the person providing the service (i.e., teacher, occupational therapist, speech therapist, etc.).
- 17.2.1. Separate attendance forms must be submitted for all related services as specified on IEP.
- 17.2.2. CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing service providers of their personal responsibility for the completion and accuracy of said forms.
- 17.3. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of discussing attendance reporting.
- 17.4. The LEA, Tracy Unified School District shall be notified immediately when the CONTRACTOR becomes aware of an emergency change of placement (e.g. hospitalization, juvenile hall, etc.) and when the student returns to school.

- 17.5. CONTRACTOR shall notify parents in writing of 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.

**26. GRADUATION/DIPLOMAS/TRANSCRIPTS/CERTIFICATE OF COMPLETION**

- 26.1. If a pupil is of secondary school age, the LEA will provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of diploma requirements, and other requirements (e.g. proficiency tests, High School Exit Exam, Certificate of Completion requirements, etc.).
- 26.2. For pupils in grades 9-12, CONTRACTOR shall prepare official transcripts specific to the credits earned at the NPS and submit them to the LEA and the Registrar of the pupil's school of residence for evaluation of progress toward completion of diploma requirements, and specified levels of proficiency in basic skills if applicable, within two (2) weeks of the end of the 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>142.50</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>\$85.00</u>	<u>180 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>          </u>	<u>          </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>          </u>	<u>          </u>
b) Language/Speech Therapy-Group	<u>          </u>	<u>          </u>
c) Consultation	<u>          </u>	<u>          </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>          </u>	<u>          </u>
9) <b>Travel Time</b>	<u>          </u>	<u>          </u>
10) <b>Other</b> _____	<u>          </u>	<u>          </u>

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

---

Nonpublic School/Agency

---

Name of District or Local Educational Agency

---

Contracting Officer's                      Date  
Signature

---

Deputy Superintendent's Signature                      Date  
Educational Services

---

Name and Title (type)                      Date

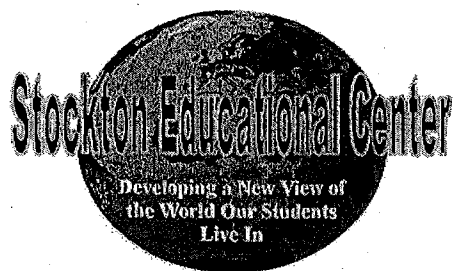
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Assistant Superintendent's Signature                      Date  
Business Services (Authorized Representative and Contracts Supervisor)

Tax I.D. # 26-3912717

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# Stockton Educational Center

## 2010-2011 School Calendar

71

	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
Aug '10	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31			
Sept			1	2	3		7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	
Oct					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29
Nov	1	2	3	4	5	8	9	10		12	15	16	17	18	19	22	23	24		26	29	30			
Dec			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23		27	28	29	30	
Jan '11	3	4	5	6	7	10	11	12	13	14		18	19	20	21	24	25	26	27	28	31				
Feb		1	2	3	4	7	8	9	10	11		15	16	17	18		22	23	24	25	28				
March		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31	
April					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29
May	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27		31			
June			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	
July					1		5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29

	Holiday
	No School
	Summer Break
	Start of Quarter

1st Quarter, August 2nd to October 8th = 45 Days	No School on 8/13, 8/27, 9/6, 9/30, 10/1
2nd Quarter, Oct 11th to Dec 15th = 45 Days	No School on 11/1, 11/25, 26
3rd Quarter, Dec 16th to March 7th = 45 Days	No School on 12/21, 3/1, 1/17, 2/14, 2/21
4th Quarter, March 8th to May 16th = 45 Days	No School on 3/28, 3/1, 4/1
Ext School Year '2011, May 17 to July 22 = 45 Days	No School on 5/30, 6/17, 6/20, 7/4, 7/25, 29



**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Jim Franco, Superintendent  
**FROM:** ~~Dr. Jim Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** September 20, 2010  
**RE:** **Approve Agreement for Special Contract Services with Ruth Miller Consultant with Performio Solutions, Inc., to Provide Coaching in Continuous Improvement Principles for the District Continuous Improvement Team, Management Team as well as to Principals and District Support Team Members.**

**BACKGROUND:** Ruth Miller, former Director of the Baldrige in Education California Center, is an evaluator and trainer for the Baldrige National Quality Award Program. Ms. Miller will continue her work with the District this year focusing on continuous improvement principles. Ms. Miller will coach District managers, and the District Continuous Improvement Team throughout the school year. Ms. Miller will also provide support to Principals and District Support Team members for Title I schools including Central, Jacobson, McKinley, North, South/West Park, Villalovoz and Monte Vista. Ms. Miller will also provide support for the principal and staff at Williams Middle School. This coaching will assist managers to effectively apply continuous improvement techniques to meet District, site and department needs.

**RATIONALE:** The Baldrige Criteria provides a valuable framework to assess performance on a wide range of key indicators, including student learning, stakeholder satisfaction, budgetary results, faculty and staff performance, and operational outcomes. Through the use of continuous improvement principles, our District will improve productivity, resource allocation, and effectiveness in order to achieve the District's strategic goals.

This agenda item meets 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 Strategic Goal #4: Continuously improve fiscal, facilities and operations' processes in order to support our efforts to meet or exceed District, State and Federal targets.

**FUNDING:** The total consultant's fee not to exceed \$12,600 to be paid with District Title I funds (Professional Development).

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Ruth Miller Consultant with Performio Solutions Inc., to Provide Coaching in Continuous Improvement Principles for the District Continuous Improvement Team, Management Team as well as to Principals and District Support Team Members.

**PREPARED BY:** Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources

# 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 Ruth Miller (Performio Solutions, Inc), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide coaching in continuous improvement principles for the District Continuous Improvement Team, Management Team as well as to Principals and District Support Team members for Title I schools.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 9 Days(s) (circle one), under the terms of this agreement at the following location District Office and School Sites
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$1,400 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$12,600. 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 [ X ] MONTHLY PROGRESS BASIS, [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on September 29, 2010, and shall terminate on June 30, 2011.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Dr. Sheila Harrison at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Linda Dopp  
Department/Site Approval

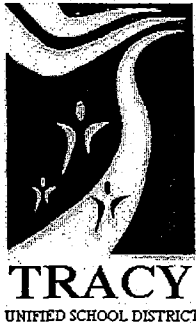
\_\_\_\_\_  
Budget Approval

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

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

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

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# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *JH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** September 20, 2010  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Callender, Doreen

Cordisco, Monica

Eddy, John W.

Gumpert, Rochelle

Hudelson, Amber

## CERTIFICATED

Music Itinerant (New)  
Poet (roving)  
Class I, Step 1, "A"  
\$37,009.15  
Funding: General Fund

2<sup>nd</sup> Grade (Temporary)  
Jacobson  
Class III, Step 5, "B"  
\$48,728.00  
Funding: Categorical

Journalism (Temporary: .20 FTE)  
Kimball High School  
Class III, Step 2, "B"  
\$7,273.86  
Funding: General

1<sup>st</sup> Grade (Temporary)  
Central School  
Class IV, Step 5, "B"  
\$50,424.00  
Funding: Categorical

2<sup>nd</sup> Grade (Temporary)  
Central School  
Class IV, Step 5, "B"  
\$50,424.00  
Funding: Categorical



Huff, Bridget	2 <sup>nd</sup> Grade (Temporary) McKinley Class IV, Step 5, "B" \$50,424.00 Funding: Categorical
Hula, Amanda	1 <sup>st</sup> Grade (Temporary) Villalovoz Class IV, Step 5, "B" \$50,424.00 Funding: Categorical
Johnson, Jennifer	3 <sup>rd</sup> Grade (Temporary) Central School Class VI, Step 5, "B" \$55,618.00 Funding: Categorical
Karim, Shameram	SDC Kindergarten (Replacement) Villalovoz School Class V, Step 4, "B" \$46,338.24 Funding: Special Education
Lee, Maysue	2 <sup>nd</sup> Grade (Temporary) Villalovoz Class VI, Step 11, "B" \$66,297.00 Funding: Categorical
Nunes, Laura	1 <sup>st</sup> Grade (Temporary) Jacobson Class IV, Step 5, "B" \$50,424.00 Funding: Categorical
Orino, Tina	Kindergarten (Temporary) Jacobson Class IV, Step 4, "B" \$43,472.12 Funding: Categorical
Ryan, Myesha	1 <sup>st</sup> Grade (Temporary) McKinley Class IV, Step 5, "B" \$52,047.00 Funding: Categorical

Sturlaughson Eyer, Mary

English (New)  
Kimball High School  
Class I, Step 1, "A"  
\$36,328.00  
Funding: General

Thomas, Marci

1<sup>st</sup> Grade (Temporary)  
North School  
Class VI, Step 15, "B"  
\$72,614.00  
Funding: Categorical

Walker, Westley

3<sup>rd</sup> Grade (Temporary)  
North School  
Class VI, Step 9, "B"  
\$63,536.00  
Funding: Categorical

**BACKGROUND:**

Abreu, Palmira

**CLASSIFIED**  
Utility Person II (New)  
Kimball High School  
\*Filled by current TUSD employee  
Range 35, Step E - \$19.47 + ND  
8 hours per day  
Funding: General Fund

Beebout, Ashley

K-8 Library Technician (New)  
Central Elementary School  
Range 30, Step C - \$15.76 per hour  
25 hours per week  
Funding: State Lottery

Cuentas-Loayza, Pedro

Bilingual Para Educator I (New)  
South/West Park  
Range 24, Step A - \$12.51 per hour  
4 hours per day  
Funding: Title I Grant – 62.50%;  
EIA – 37.50%

Faultner, Robin

School Supervision Assistant (Replacement)  
Art Freiler School  
Range 21, Step A - \$11.69 per hour  
1.5 hours per day  
Funding: General Fund

Goulart, Debbie	<p>Utility Person II (New)  Tracy High School  *Filled by current TUSD employee  Range 35, Step B - \$16.93 per hour  5.5 hours per day  Funding: Child Nutrition-School Program</p>
Martinez, Erica	<p>Bilingual Para Educator I (New)  South/West Park  Range 24, Step B - \$13.11 per hour  3 hours per day  Funding: Title I Grant – 50%; EIA – 50%</p>
Meyers, Arlene	<p>K-8 Library Technician (New)  Bohn Elementary School  Range 30, Step C - \$15.76 per hour  25 hours per week  Funding: State Lottery</p>
Moniz, Terri	<p>Utility Person II (New)  West High School  *Filled by current TUSD employee  Range 35, Step B - \$16.93 per hour  8 hours per day  Funding: General Fund</p>
Nethaway, Rebecca	<p>Para Educator I (Mathematics) (New)  Tracy High School  Teacher Apprentice Program through the  SJ County Office of Education  Range 24, Step A - \$12.51 per hour  10 hours per week  Funding: Block Grant</p>
Walsh, Sharon	<p>Computer Software Technician (New)  Jacobson Elementary School  *Filled by current TUSD employee  Range 27, Step E - \$16.16 per hour  30 hours per week  Funding: Title I Grant – 70%; EIA – 30%</p>
Weaver, Melvina	<p>School Supervision Assistant (Replacement)  Williams Middle School  Range 21, Step A - \$11.69 per hour  2 hours per day  Funding: General Fund</p>

Wichman, Steven

Para Educator II – Adapted PE (Replacement)  
District Wide  
\*Filled by current TUSD employee  
Range 30 Step B - \$15.07 per hour  
6 hours per day  
Funding: Special Education

**BACKGROUND:**

Martin, Mauricio

**COACHES**

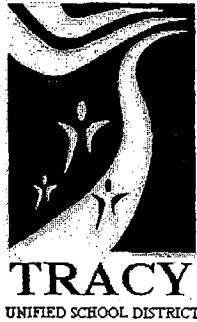
Assistant Varsity Football  
Tracy High School  
Prorated Stipend: \$2,532.96

Ornellas, Kevin

Sophomore Boys' Basketball  
Tracy High School  
Stipend: \$2,922.14

**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  
**FROM:** ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services  
& Human Resources  
**DATE:** September 20, 2010  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absence for Classified,  
Certificated, and/or Management Employment

## BACKGROUND:

## CLASSIFIED

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Abreu, Palmira Utility Person II	District Wide	09/06/2010	Accepted full-time Utility Person II position at KHS
Goulart, Debbie Utility Person II	THS	09/08/2010	Accepted 5.5 hour Utility Person II position at THS
Moniz, Terri Utility Person II	THS	09/09/2010	Accepted full-time Utility Person II position at WHS
Wichman, Steven Special Ed Para I	WHS	09/07/2010	Accepted Para Ed II (adapted PE) position

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



# ADMINISTRATIVE & BUSINESS SERVICES

**TO:** Board of Education  
**FROM:** Dr. James C. Franco, Superintendent  
**DATE:** September 20, 2010  
**SUBJECT:** Approve and Appoint Screening Committee for West High Gym

**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." It was approved at the August 10<sup>th</sup> Board meeting to begin the naming process for the West High School Gymnasium.

**RATIONALE:** In accordance with Board Policy 7310, the Board must appoint the individuals who will serve on the committee to name the West High School Gymnasium.

**FUNDING:** There is no cost.

**RECOMMENDATION:** Approve and Appoint Screening Committee for West High Gym.

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



# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. James C. Franco, Superintendent  
**DATE:** September 9, 2010  
**SUBJECT:** Approve Payment of CSBA Dues

**BACKGROUND:** Tracy Unified School District is a member of the California School Board Association (CSBA) and pays approximately \$14,000.00 in annual dues each year. The California School Boards Association is a collaborative group of virtually all of the state's more than 1,000 school districts and county offices of education. It brings together school governing boards and their districts and county offices on behalf of California's children. CSBA is a member-driven association that supports the governance team — school board members, superintendents and senior administrative staff — in its complex leadership role. CSBA develops, communicates and advocates the perspective of California school districts and county offices of education.

**RATIONALE:** Over the last several months, legal issues and concerns regarding CSBA's leadership, finances and structure have arisen. At the August 24<sup>th</sup> and September 14<sup>th</sup> Board meetings, the TUSD Board reviewed what this membership and services provided to the District. It was decided at the September 14<sup>th</sup> Board meeting to bring a recommendation to approve the District's continued participation in CSBA.

**FUNDING:** \$14,279.00, Board's Budget.

**RECOMMENDATION:** Approve Payment of CSBA Dues.

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent, Business Services  
**DATE:** September 17, 2010  
**SUBJECT:** Approve Combination of Part-Time Vacancies With New Bus Driving Requirements and Authorize Hiring Six Employees

**BACKGROUND:** On August 24, 2010 the Board approved the purchase of a computerized transportation routing program and purchase of three additional special education buses. At that same meeting, staff highlighted that:

1. Absorbing county transportation routes did not result in the full \$481,393 projected because the cost of transporting the remaining 24 students increased from approximately \$10,781 per student to approximately \$11,557 per student.
2. Although the planned savings were not fully achieved, it is still substantially more economical to provide these services ourselves than to pay SJCOE to transport the students.
3. The reduction in TUSD curb-to-curb ridership that was anticipated to help reduce transportation costs did not occur. TUSD Curb-to-curb ridership at the end of the 2009-10 school year was 237. Ridership as of September 20<sup>th</sup>, 2010 was 244 students, a growth of seven students versus the anticipated loss of 85 TUSD curb-to-curb students.

	TUSD	SJCOE	Total
May 29 <sup>th</sup>	237	0	237
June 23 <sup>rd</sup>	152	76	228
Aug. 28 <sup>th</sup>	228	65	281
Sept. 20 <sup>th</sup>	244	85*	329

[\*note: 65 SJCOE curb-to-curb students are currently riding, but twenty additional students are expected to be bused on November 1<sup>st</sup>.]

4. Total curb-to-curb ridership has grown by 101 students since June 23<sup>rd</sup>, and continues to grow by approximately one student per day. Staffing was adequate to cover the June ridership, but is inadequate to cover the current ridership.



- a. The capacity of a curb-to-curb bus is approximately twelve students. In general, the June to September change in ridership results would require hiring approximately eight additional drivers, but by distributing students more economically, it is thought that routes can be covered by five new 4-hour drivers.
5. Regular Ed busing in the Mountain House area has exceeded expectations. Currently, the Lammersville School District owns nine buses, which are in our possession, but to date only eight have been in use. The increased ridership requires that the ninth bus be placed in operation, and that an additional 4-hour driver be hired.
6. A route has been in place to transport one student from Sacramento to Tracy each afternoon, which has been covered by using a substitute driver each day, and transporting the student in a white van. As of September 20<sup>th</sup>, this route has been eliminated. Therefore, the need to hire a seventh 4-hour driver is not currently necessary.
7. One District goal is to keep the bus ride for each student to one hour or less unless the student lives far from town. We also try to ensure that students arrive at school at least ten minutes prior to the bell. Some TUSD in-town special education routes are exceeding 1.5 hours.

#### **RATIONALE:**

1. Five vacant positions exist within the district:
  - a. Utility 2, Stein High School 8 hours
  - b. Utility 2, Tracy High School 3 hours
  - c. Utility 2, Tracy High School 4 hours
  - d. Utility 2, Tracy High School 3 hours
  - e. Utility 2, Food Services, South/West Park, 3.5 hours

The 8-hour Utility 2 position at Stein could be split into two 4-hour positions, making six vacant part-time positions. Each of these six positions could be matched to part-time driving duties, making six new full-time positions.

- a. Utility 2, Stein High School 4 hours plus 4 hours bus driving
  - b. Utility 2, Stein High School 4 hours plus 4 hours bus driving
  - c. Utility 2, Tracy High School 3 hours plus 5 hours bus driving
  - d. Utility 2, Tracy High School 4 hours plus 4 hours bus driving
  - e. Utility 2, Tracy High School 3 hours plus 5 hours bus driving
  - f. Utility 2, Food Services, South/West Park, 3.5 hours plus 4.5 hours bus driving

No job description exists to allow the district to combine Utility II positions with driving duties. A new job description is being proposed in today's agenda which combines bus driving, grounds, custodial, and security functions. The proposed title is Utility III.

2. Staff have begun to explore different options for routing software. Multiple vendors offer this type of program, and dates have been set to look at each type. It is not yet clear what type of skills are required to manage this software. Therefore, there is not yet a firm proposal to fill the Routing/Dispatching position which was proposed in August.

3. In the three- to six-month time it will take to implement this plan:
  - a. Extend student ride times up to two hours and move qualified drivers (Grasstodians) from custodial and grounds duties as necessary.
  - b. Depending on the decrease in custodial hours required to support this plan, custodial services may be decreased at K-5, K-8, and 6-8 schools to vacuuming every third or fourth day, but still removing trash daily, and cleaning bathrooms and kindergartens daily.
  - c. Utilize five Irrigation Specialists who became qualified bus drivers over the summer to permanent daily routes.
    - a. This will reduce the amount of time these employees spend on rodent management, irrigation repairs, and grounds maintenance issues. This will also have an impact on high school sports which require lining of fields (soccer, baseball, and football), and will require approximately ten hours of overtime per week for each of these employees. In some weeks, mowing may not be possible on a weekly basis.

One way to assess the effectiveness of these decisions is to consider the cost for TUSD to continue providing services compared to the cost of the San Joaquin County Office of Education (SJCOE) providing the service. The proposed option will cost TUSD approximately \$166,176 in ongoing costs. However, if the students were transported by SJCOE, the ongoing cost would be  $85 \text{ students} \times \$11,577 = \$984,045$  per year. Clearly, it is less expensive to transport the students ourselves.

**FUNDING:** Additional staffing would cost:

Six 4-Hour Bus/Driver/Grounds Custodians  $\times \$27,696 = \$166,176$

The personnel costs of each of these three options can be funded for up to two years from the new Federal Jobs Bill funds.

**RECOMMENDATIONS:** Approve Combination of Part-Time Vacancies With New Bus Driving Requirements and Authorize Hiring Six Employees

**Prepared by:** Dr. Casey Goodall, Associate Superintendent for Business Services, John Heerema, Director of Transportation, and Bill Willner, Director of Building Maintenance



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** September 16, 2010  
**SUBJECT:** Adopt Revised Administrative Regulation 1330.1 Facility Use (First Reading, Intent to Adopt)

**BACKGROUND:** In June, 2010, the Board of Education adopted changes to Administrative Regulation 1330.1 governing management of the District Facility Use policy. Since that time, one additional change has been recommended.

The most recent recommended changes are bolded. The update changes the cancellation timelines as follows:

Because the District must process applications and schedule staff to open and close the facilities, cancellations must be made **72 hours** (3 days) in advance of a scheduled event. Events which are not cancelled within **72 hours** for which no notification is made shall forfeit all fees. Facility Users are allowed (2) revisions (changes or cancellations) to an approved permit per year. Any additional changes will be charged an administrative fee of \$48.13. New dates cannot be added to an approved permit and will require a new application.

Cancellations may be made up to 24 hours after an outside event when a rainout occurs and when no cost of labor or utilities is incurred by the district.

**RATIONALE:** Bold items in the attached Administrative Regulation reflect recommended changes. Formatting will be corrected once changes are completed.

**FUNDING:** There is no cost this change.

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

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

## COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

### A. Purpose and Scope

To provide guidelines and procedures for the prioritization, scheduling, pricing, and rules for community rental of school district facilities serving the residents of the Tracy Unified School District.

### B. General

The Governing Board designates the Director of Facility Use/Risk Management/Energy Conservation/Environmental Compliance to manage all aspects of community rental of school district facilities. The Director of Facility Use/Risk Management/Energy Conservation/Environmental Compliance shall be responsible for the coordination and interpretation of the policies and regulations regarding the use of the Tracy Unified School District facilities.

### C. Forms Used and Additional References

Any person or organization desiring to rent district facilities should complete attachment A: Application of Use for TUSD Facilities under the Civic Center Act.

Fees shall be updated annually and published in attachment B: Schedule of Community Rental Fees.

Prior to use, the organization must complete attachment C: Room Use and Clean-Up Check List. Organization must return the form following the use of facility in order to reclaim their security deposit.

### D. Procedure

#### 1. Notifications

Any person applying for the use of property on behalf of any group shall be a member of such applicant group and, unless he/she is an officer of such group, must present written authorization to represent the group.

Renters must carry the Facility Use Permit issued by the district at all times when on school or district premises. Renters must present an approved Facility Use Permit to district staff for facilities to be opened for renters.

The organization shall, as a condition of use, agree to be held financially responsible in the cause of loss or damage to TUSD property.

Applicants shall be notified in writing whether the request is approved or denied. If approved, a completed copy of the application together with any special requirements shall be faxed or mailed to the applicant.

## COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

If a Tracy Unified School District student participates in your business or organization and they have been suspended from a Tracy Unified School District school they are not allowed on TUSD property.

### 2. Procedures

To obtain a Facility Use Application for a school or district facility, community members should contact the Facility Use Department by calling (209) 830-3297 or visiting 1875 W. Lowell Ave. Outside facility renters must present a certificate of insurance when submitting a Facility Use Application. Rental fees must be paid prior to facility use. Tracy Unified does not provide set-up or take-down for facility renters. Equipment use is limited to what is available in the room requested by the renter.

The school board and specifically designated representatives is the only district representatives authorized to sign contracts for the district. School site staff members are not authorized to make community rental or use agreements, nor sign any contract committing the district to any official agreement, financial or legal obligation, nor liability. Requests for uses of district facilities by non-district employees should be made directly to the district office. The district office will contact the school site as necessary.

The district and its school sites have priority use of Tracy Unified facilities over outside requests for rental.

Tracy Unified School District reserves the right to deny use of facilities for certain periods of time during which maintenance is being conducted.

No activity will be permitted which is in violation of local, state, or federal law.

Article 3.3 & 3.4 of the Master Agreement between Tracy Unified School District and the California School Employees Association (CSEA) prohibits the use of volunteer, non-paid workers and students from conducting work normally or customarily performed by CSEA employees unless formally reviewed and approved in advance. This applies to use of kitchen facilities and food services equipment.

Car Washes are not permitted due to Environmental Protection Agency Storm Water Drain Regulations.

Tracy Unified School District parking lots are to be used only for parking and ancillary activities associated with other pre-approved uses of district facilities listed in attachment B, Schedule of Community Rental Fees. There shall be no parking of any non-district vehicle on Tracy Unified School District Property other than in designated parking lot areas. Tracy Unified School District parking lots are to be used only for parking and ancillary activities associated with other pre-approved uses of district facilities listed in attachment B, Schedule of Community Rental Fees. There shall be no parking of any non-district vehicle on Tracy Unified School District Property other than in designated parking lot areas.

## COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

Tobacco use in any form is prohibited at all times, including weekends and evenings, on all property owned or operated by the TUSD. This prohibition includes, but is not limited to, all buildings, parking lots, vehicles parked in parking lots, athletic fields, and patio areas.

Possession or consumption of alcohol, drugs and firearms or explosives is prohibited at all times on TUSD property, including vehicles parked on TUSD property.

No activity which involves an open flame is allowed inside a Tracy Unified School District building, with the exception of flames instructional uses, such as the use of Bunsen Burners in science classes, or the use of Sterno to heat for food being served from chafing dishes, and in that case only when operated by employees of the Food Services Department.

No Flames may be used on Tracy Unified School District property on outside facilities with the exception of authorized barbeques, and the authorized use of candles or luminaries. Contained blazes generated by the Tracy Fire Department for training purposes may also be authorized. Users conducting activities which include barbeques, candles, or luminaries shall not use flames within ten (10) feet of any combustible material or building, and there shall be available for use a fire extinguisher. Users of flames must follow safety procedures recommended by public safety agencies. Barbeques must be operated by adults only.

The California Food and Agricultural Code, section 13186, and the California Code of Regulations, limits the use of pesticides, chemicals, and cleaning products on school sites, and mandates specific reporting responsibilities to any person who applies these types of products on school premises. Therefore, facility users are prohibited from applying pesticides, chemicals, or cleaning products to district facilities or grounds.

No part of the buildings may be entered or used which are not specifically listed on the approved application.

The organization shall, as a condition of use, agree to be held financially responsible in the cause of loss or damage to TUSD property. The organization shall never leave a rented building or stadium unattended and will be held financially responsible in the event of loss or damage to TUSD property.

An approved application may be revoked with reasonable notice when TUSD facilities are needed for TUSD purposes as described in tier 1 of the following section of this administrative regulation.

Permission to use TUSD facilities for a period exceeding one fiscal year, shall not afford to any person or organization a real or implied monopoly. However, within the given tier structure defined below, the City of Tracy will be given priority over other non-district users when assigning new uses at the end of one year's use.

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

Churches, religious groups and sectarian organizations with no suitable meeting place may occasionally use TUSD facilities for religious services for temporary periods on a one time or renewable basis. A charge will be made for each use.

**Prioritization and Fees**

Groups requesting use of Tracy Unified School District Facilities shall fall into one of six general tiers. Tiers are organized from highest priority to lowest priority with tier one having the highest priority and tier six having the lowest priority. Each tier has an associated fee schedule and requirement for insurance which is described in section II. Tiers are described as follows:

**Tier 1: EDUCATION OF DISTRICT STUDENTS**

1. Curricular, co-curricular, and extra-curricular school events of any official Tracy Unified School District course, team or activity group (provide list), and no participation fee is charged.
2. Also, co-curricular and extra-curricular events involving Tracy Unified School District students from schools other than the sponsoring school, and from which all proceeds are collected into and expended from the school site Associated Student Body fund, and at which the custodial costs are mitigated by a district administrator or certificated employee opening, closing, and ensuring the facility is cleaned, and from which all proceeds go to the school site for use, and at which all labor, including any coaching, is voluntary and not paid.
3. Events officially sponsored by the School Board in support of the District's Service Learning Program, and at which the custodial costs are mitigated by a district administrator or certificated employee opening, closing, and ensuring the facility is cleaned, and for which no heating, ventilation, or air conditioning is to be provided.
4. And, official school parent club, PTA, and district sponsored foundation meetings in which only non-risk activities take place. (High risk activities include athletic events, outside vendors, cooking, serving food, dancing, etc. Note extreme hazardous risks include: trampolines, bungees, and jumping devices, fireworks viewing, aircraft, parachutes, domesticated or wild animals, rodeo, racing, circuses. These extreme high risk uses require additional insurance as described later. Food and fund raising vendors must be appropriately licensed and have insurance which includes a certificate designating the district as an "additional insured".)
5. In addition to these uses, and because it is considered the civic duty of the school district, Tracy Community Council of United Way meetings conducted during the normal work day and for which there are no costs to the district, and the San Joaquin County Registrar of Voters election polls, are included in this tier.
6. The Annual Relay for Life Event. The district provides no additional paid staffing or overtime for this event. However, the district provides equipment, lighting, and coordination of the event. Fundraising activities and meetings in preparation for this annual event are tier 5.
7. The Mayor's Community Youth Support Network Basketball Program at Williams School.
8. The Tracy Learning Center for student athletic events which cannot reasonably be conducted at their own facilities, and which do not conflict with Tracy Unified School

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

District scheduled curricular, co-curricular, and extra-curricular events. The charter school is expected to pay for all the additional costs that are required for using a facility, e.g. custodians at football games.

Example: Adult Education program, High School Athletic teams, debate, drama, IB, Ag, FFA, AP, choir, band, space and engineering academy, employee associations, Brighter Christmas, etc., parent clubs, parent teacher associations, school community advisory groups, San Joaquin County Registrar of Voters, US Census Bureau (if meeting is conducted on normal school day, and concludes before 10:00 pm), and Delta Blood Bank.

**Tier 1A: EDUCATION OF DISTRICT STUDENTS with requirements**

Extra-curricular school events of any official Tracy Unified School District course, team or activity group (provide list) after regular school hours. The event is expected to provide insurance policy and pay weekend custodial fees.

Example: Sport Camps (High School basketball, volleyball, etc.)

**Tier 2: NON-CURRICULAR DIRECT SUPPORT OF DISTRICT STUDENTS**

1. City sponsored after-school programs during the normal school year of each school, and which provides daycare and other services to K-8 students covered by the district insurance policy. [Note: these activities require a certificate of insurance from City of Tracy.]
2. American Red Cross and for mass care welfare shelters during disasters or other emergencies affecting the public health and welfare.
3. Official school parent club and PTA activities in which high risk activities take place.

Example: City After School programs, Boys and Girls Club, Girl Scouts, Boy Scouts, Campfire Girls, 4H, American Red Cross Shelter, Tracy Community Council of United Way events for public health and welfare, Sister City Schools.

**Tier 3: NON-CURRICULAR INDIRECT SUPPORT OF DISTRICT STUDENTS**

Non-curricular events, programs, services and activities, sponsored by a non-district non-profit organization (Kiwanis, Lions, Rotary, etc. provide list) in which participants are NOT covered by the TUSD insurance policy and from which proceeds are returned to schools or scholarships for students in schools in the form of donations. Users in this tier must provide an accounting of revenues, expenditures, and donation amount to serve as a back-up document validating that proceeds are being returned to schools.

Example: Junior Miss, Delta College, Tracy African American Association, Tracy Latin Athletic Club Pancake Breakfast, Elks, Tracy Peaker Power Plant Over site Committee.

**Tier 4: YOUTH RECREATION**

Supervised youth recreational activities sponsored by official youth organizations, leagues, or the City of Tracy, and serving the residents of the Tracy Unified School District.



**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

Example: Football (Raiders, Cougars, Buccaneers), Baseball & Softball (Little League, Babe Ruth, ASSA, Liberty, Tracy Express, Delta Rebels, Cardinals, Outlaws, West Coast, Delta Charter), Soccer (TYSL), Swimming (Tritons), Basketball (National Junior Basketball, Cyclones), City Summer Day Camp, City Art Camp.

**Tier 5: OTHER NON-PROFIT USES OF FACILITIES**

1. Adult recreational activities sponsored by official non-profit organizations or leagues, or the City of Tracy, and serving the residents of the Tracy Unified School District.
2. Administration of examinations for the selection of personnel by public agencies.
3. Conduct of religious services for temporary periods (renewal at least annually) on a one-time or a renewable basis, by any Tracy-based church or religious organization that has no suitable meeting place for the conduct of services.

Example: Old Timer Baseball, Adult Soccer, State & Federal Government, McHenry House, University of San Diego for Teacher Staff Development programs, Tracy Interfaith Ministries, Sutter Hospital, Tracy Community Band, Churches, McHenry House "Kids in a Box", fundraising activities and meetings in preparation for Relay for Life, supervised youth recreational activities sponsored by official youth organizations or leagues, serving youths who live outside the boundaries of the Tracy Unified School District.

**Tier 6: FOR PROFIT ORGANIZATIONS OR NOT FOR PROFIT ORGANIZATIONS SCHEDULING ACTIVITIES IN WHICH A PARTICIPATION, ADMISSION, OR ENTRY FEE IS CHARGED**

As per Education Code 38134 (e), entertainment, functions or meetings where admission fees are charged or contributions are solicited and where the net receipts are not expended for the welfare of the pupils of the District, or for charitable purposes, a charge shall be levied for the use of school facilities or grounds which shall be equal to fair rental value.

Example: Tracy Community Theater, Vintage Productions, private colleges, private business, CDI, Utility Companies, Chamber of Commerce fireworks, USA Volleyball, University of San Diego for non-teacher staff development programs, Saint Mary's, University of LaVerne.

**CUSTODIAL FEES**

If a custodian is called off his normal work routine, or is called back to work after completion of his regular assignment to provide services to facility users, the district will charge the user a minimum of two hours of custodial fees.

If a use occurs during school hours, the custodian will open and close, but will do no set-up. If set-up is required, a custodial fee will be charged.

**OPENING AND CLOSING**

A select list of Administrators and/or Certificated employees/teachers, approved in advance by the Facility Use Committee, may open and close at the site at which they are assigned on

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

their regular workday if they are certified by the facility use staff at the district office to be properly trained. Training Certification will include:

1. Facility Use Policy and Administrative Regulation
2. Restroom cleanliness standards and procedures
3. Blood Borne Pathogens
4. Hazardous Materials Safety
5. Asbestos safety
6. Fire safety and response
7. Use of district keys
8. Use of site alarm system
9. Heating, Ventilation, and Air Conditioning (HVAC) bypass timers
10. Pre- and Post-Inspections

The administrator and/or teacher will ensure the facility is cleaned after the event. Otherwise, a custodian will be assigned to the event at the cost of the user.

In order to comply with negotiated terms between Tracy Unified School District and the California Schools Employee Association, a greater fee (\$50.00 per hour) will be charged for custodial opening and closing services on the following holidays:

- New Year's Day
- Christmas Day
- Thanksgiving Day
- Easter
- Fourth of July

**INSURANCE REQUIREMENTS AND FEES**

When individuals or groups request use of Tracy Unified School District facilities or grounds, it is important that all reasonable and available protective measures be taken to avoid liability and minimize the district property and liability loss potential. Specific requirements for each category appear below.

A Certificate of Insurance must accompany a Facilities Use Request. In addition to the certificate of insurance, an endorsement must be attached naming Tracy Unified School District as an additional insured. Renters are required to use Accord Forms available through insurance agents. The standard minimum coverage required is \$1,000,000 combined single limit or \$500,000 per person, \$1 million per occurrence, and \$100,000 for property damage. The district reserves the right to adjust its insurance requirements as needed.

The Certificate of Insurance must include all of the following:

- Name of insured (must match name on Facility Use Application)
- The statement: "Naming Tracy Unified School District, its employees, officers, board of directors, and agents, as additional insured, under the above captioned policy."

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

- Location(s) –School Name and Address
- Date(s) of rental. For occasional use, list specific dates. For continual use, list start date and end date.
- Cancellation clause including 30-day notice

The endorsement will be a separate page and should be attached to the certificate of insurance.

Any extreme hazardous risks (example trampolines, bungees, and jumping devices, fireworks, aircraft, parachutes, domesticated or wild animals, rodeo, racing, circuses, climbing walls, deep fat fryers) will require prior approval by the three member facility use committee described later in this policy in the section entitled "Exceptions." These uses will require \$5,000,000 combined single limit insurance.

**DOMESTICATED OR WILD ANIMALS**

Before allowing domesticated or wild animals on district property, prior approval is required by the Tracy Unified School District. In addition to the certificate of insurance, an endorsement must be attached naming Tracy Unified School District as an additional insured. Users are required to use Accord Forms available through insurance agents. The special minimum coverage required for this type of usage is \$5,000,000 combined single limit. The district reserves the right to adjust its insurance requirements as needed. No person shall cause or permit pets or animals to be on school grounds or in school/district facilities, although no part of the policy shall prohibit the appropriate use or access of legally approved/supervised service animals. With prior consent of the superintendent or designee, working animals shall be permitted limited access as appropriate.

**LIFE GUARD CERTIFICATION**

If use of a Tracy Unified School District pool is requested, the user must provide a qualified lifeguard to supervise the events. The lifeguard must be at least 15 years of age, and maintain and possess a current certification in Lifeguard training and CPR for the Professional Rescuer and First Aid. The lifeguard must provide proof he or she has passed a water skills test. One lifeguard is required for every 50 swimmers.

**POOL USERS**

Facility Users renting pools are required to carry a cell phone. Land line phones are not available in pool areas. No food, drinks, or glass allowed. Plastic water bottles only. Should you require the use of a lift device to gain pool access please contract any lifeguard. One lifeguard is required for every 50 swimmers.

Facility Users renting Kimball High School pool are required to provide their own portable toilets and garbage dumpsters. There is no access to rest rooms.

**HIGH SCHOOL STADIUMS**

Facility User provides their own portable toilet service and arranges delivery time and placement area prior to scheduling with the high school Business Site Manager. American

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

flags are not provided to facility users. No food or drink is allowed on artificial turfs. Water bottles only. Sunflower seeds or gum are not permitted in the stadium. No PA speaker sound before 10:00 am or after 9:00 pm. PA equipment shall be operated by adults only. No access to volume adjustment. No vehicles in stadium except emergency vehicles. No outside soccer goal pegs in turf.

**HIGH SCHOOL GYMNASIUMS**

Food and drinks (water included) are prohibited in all main and sub-gymnasiums.

**FEES**

The following fee schedule is based on like facilities being used for different types of groups and activities delineated by district goals and proscriptions of the civic center act. Priority is given to school events, then to youth events, and then to non-youth events.

For purposes of charging fees, "hours used" will be rounded to the next higher half hour.

Charges will be made, as provided by law and as outlined below, for any additional cost such as audio/visual equipment, supplies, utilities, custodial services and salaries paid to district employees which are necessitated by the organization's use of the facilities and grounds.

The Administrative Fee assigned for tiers 2-6 will be charged for each "Processing Event". A "Processing Event" is defined as submission of any number of forms at any number of facilities, which are submitted to the district at one time. For example, if a sports group plans to have activities over a three month time period and located at five different school sites, if the entire package of forms is submitted at the same time, only one administrative fee will be charged. If, however, an additional form is submitted later, or if a change to the original plan is requested, the fee will also be charged for that processing event.

**SCHEDULING**

It is the user's responsibility to allow sufficient time to set-up and clean up the facility. These hours must be included in the rental period. Custodians only provide approved requested equipment – they do not set-up for your event. Trash should be bagged and placed in the trash receptacles. You are responsible for collecting and disposing of litter, trash, or garbage generated by your activity that does not fit into the receptacles provided. The user will be charged the actual cost of cleanup if litter, trash, or garbage remains on campus. The rented area should be left in the same condition in which you arrived. Organizations shall never leave a rented building or stadium unattended and will be held financially responsible in the event of loss or damage to TUSD property. High School facilities are not available during the last week neither of school nor on graduation days. Permission to use TUSD facilities for a period exceeding one fiscal year shall not afford to any person or organization a real or implied monopoly.

**CANCELLATION**

Because the District must process applications and schedule staff to open and close the facilities, cancellations must be made 72 hours (3 days) in advance of a scheduled event.

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

Events which are not cancelled within **72 hours** for which no notification is made shall forfeit all fees. Facility Users are allowed (2) revisions (changes or cancellations) to an approved permit per year. Any additional changes will be charged an administrative fee of \$48.13. New dates cannot be added to an approved permit and will require a new application.

Cancellations may be made up to 24 hours after an outside event when a rainout occurs and when no cost of labor or utilities is incurred by the district.

Tracy Unified School District reserves the right to cancel scheduled facility use activities to perform scheduled or emergency maintenance of district facilities and grounds.

**FEES AND INSURANCE REQUIREMENTS**

	FEES	INSURANCE REQUIREMENT
Tier 1	None	None
Tier 1A	1. Staff time (custodial and other direct support of the use) outside normal work hours.	Users in this tier will provide a Certificate of Insurance including a statement to hold the district harmless and indemnification
Tier 2	2. Utilities after 6:15 pm and before 7:00 am, and on non-school days. 3. Staff time (custodial and other direct support of the use) outside normal work hours. 4. Administration of managing the facility use program. 5. Security Deposit  See exhibit b	Users in this tier will provide a Certificate of Insurance including a statement to hold the district harmless and indemnification
Tier 3	1. Utilities. 2. Staff time (custodial and other direct support of the use) outside normal work hours. 3. Administration of managing the facility use program. 4. Security Deposit  Note: as an internal control measure, those organizations using facilities to generate funds for school use, must be pre-approved by the site ASB, and must complete and submit a revenue potential form to the site ASB. A copy of the approved revenue potential will be attached to the facility use request form.	Users in this tier will provide a Certificate of Insurance including a statement to hold the district harmless and indemnification

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

	See exhibit b	
Tier 4	<ol style="list-style-type: none"> <li>1. Utilities.</li> <li>2. Staff time (custodial and other direct support of the use) outside normal work hours.</li> <li>3. Administration of managing the facility use program.</li> <li>4. Wear and Tear on facilities and grounds.</li> <li>5. Security Deposit</li> </ol>	Users in this tier will provide a Certificate of Insurance including a statement to hold the district harmless and indemnification
	See exhibit b	
Tier 5	<ol style="list-style-type: none"> <li>1. Utilities.</li> <li>2. Staff time (custodial and other direct support of the use) outside normal work hours.</li> <li>3. Administration of managing the facility use program.</li> <li>4. Wear and Tear on facilities and grounds.</li> <li>5. Security Deposit</li> </ol>	Users in this tier will provide a Certificate of Insurance including a statement to hold the district harmless and indemnification
	See exhibit b	
Tier 6	<ol style="list-style-type: none"> <li>1. Utilities.</li> <li>2. Staff time (custodial and other direct support of the use) outside normal work hours.</li> <li>3. Administration of managing the facility use program.</li> <li>4. Wear and Tear on facilities and grounds.</li> <li>5. A fair rental fee</li> <li>6. Security Deposit</li> </ol>	Users in this tier will provide a Certificate of Insurance including a statement to assume "any and all liabilities, regardless of cause..." and provide an additional insured endorsement to their liability policy naming the district as an additional insured with no restrictions.
	See exhibit b	

**EXCEPTIONS/FACILITY USE COMMITTEE**

A committee, known as the Tracy Unified School District Facility Use Committee, consisting of three elected members of the Tracy Unified School District board of trustees shall be formed to review, accept, or reject all requests for exceptions. The Associate Superintendent for Business Services will act as the convener of this committee. This committee will review and make the final decision on appeals made relating to specific uses. Exceptions to the stated tier and pricing structure stated above may be granted for two purposes:

1. The activity is deemed to fit within a different tier than originally assigned and/or the activity is a curricular, co-curricular, or extra-curricular school event.
2. The user group will substitute activities, services, and/or items of equal value as a form of payment for facility or field use.

## **COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

### **IN-KIND SERVICES**

The district recognizes the desire by individuals, student groups, community groups, and facility use groups to offer in-kind services of work in order to perform incidental or cosmetic type work to school fields in an order to improve the appearance or functionality of those district assets.

In-Kind Services and improvements to outside fields, which mitigate the wear and tear on, or improve the maintenance of those fields, may be accepted in lieu of fees with prior written approval of this committee. In-kind payment requests must include a letter detailing the in-kind services to be offered, the benefit to the school district, and a completed attachment D.

All donated work shall require formal district review and approval, including a required plans, permits and inspections.

The district may participate in public service programs sponsored by local, state and federal agencies, including programs charged with performing incidental or cosmetic type work in an effort to improve the appearance of school facilities. Such programs may not result in the layoff or reduction of bargaining unit employees or positions.

The district shall notify the local CSEA bargaining group in writing of all such projects a minimum of ten (10) working days prior to the implementation of the work.

### **CONDITIONS OF USE:**

All conditions including insurance, hold harmless, fees, etc., must be met prior to receiving confirmation of permission to use facilities.

Facility users must be aware of the location of emergency exits at all times.

Applicants shall be notified in writing whether the request is approved or denied. If approved, a completed copy of the application together with any special requirements shall be faxed or mailed to the applicant.

For user group Tier 1 where no fees are charged, there shall be an employee of the TUSD in charge whose duties shall include the opening and closing of buildings and grounds, the operation of mechanical systems, and the enforcement of regulations and prevention of disturbances.

The use of the TUSD facilities shall not be granted to individuals or unrecognized groups for personal or private functions.

Using organizations shall be responsible for the control and supervision of all persons in attendance during the use of TUSD facilities. TUSD shall require security as a condition of use whenever it is deemed to be in the TUSD best interests.

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

Keys required to carry out any and all activities shall remain in the possession of authorized TUSD employees. Keys shall not be turned over to individuals, organizations, clubs, associations, etc. Buildings shall be opened, attended, and closed by an authorized employee of the TUSD.

Groups using TUSD facilities shall be responsible for the condition in which they leave the facilities. The rented area should be left in the same condition in which you arrived. Custodians only provide approved requested equipment – they do not set-up for your event. Any abuse or misuse of facilities, including playing fields, shall be reported immediately to the Director of Maintenance. The applicant agrees to reimburse Tracy Unified School District for all costs incurred in repairing damages including, but not limited to the facility, furnishings, fixtures, grounds, and/or additional cleaning/litter removal required outside of the normal scope for said facility, which occurred in connection with the permitted activity and caused by the renter, sponsoring organizations, and/or attendees. Reimbursement for such expenses will be in addition to the security deposit. Failure to pay immediately for damage shall be grounds for denial of future facility requests. Any abuse or misuse of TUSD facilities may be grounds for refusal of future facility requests.

No structural or mechanical apparatus may be erected, nor any electrical, mechanical, structural, nor physical changes made to any existing facilities or grounds on TUSD property, without specific written approval by the TUSD representative approving the Application of the Use of TUSD facilities. Any organization found in violation of this paragraph will be reviewed by the Facilities three member facility use committee which will determine the consequences, which, depending on the circumstances, may include suspension from facility use activities for greater than a twelve month period of time. Persons and organizations granted the use of TUSD facilities shall assume full responsibility for compliance with all applicable state and local fire, health, and safety laws and regulations.

All draperies, hangings, curtains, drops, and all decorative materials used with or upon the TUSD buildings and grounds, shall be made or treated with flame-retardant process approved by the State Fire Marshall. Any materials placed on the walls during meeting shall be attached with masking tape. Push pins, nails, staples or any materials which might leave marks or holes are strictly prohibited. All groups are expected to clean the rooms and/or fields used and return them to the condition they were in when they arrived or pay a cleaning fee equal to the cost of district expenses. Cooking is strictly prohibited unless a TUSD food service worker is hired to supervise the work.

Failure to meet these requirements may result in loss of the privilege of facility use.

The Superintendent shall have the right to revoke permission for use of the TUSD facility at any time when it is deemed in the best interest of the TUSD.

**Reports Required**



## COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

Community users in tier 3 must provide an accounting of revenues, expenditures, and donation amount to serve as a back-up document validating that proceeds are being returned to schools.

### Record Retention

Community rental of school district facilities records will be maintained for three years.

### Approved by Administrator of Division

Associate Superintendent for Business Services

TUSD Acknowledged: June 22, 2010

## COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

## Attachment B: Schedule of Community Rental Fees

Rooms	Utilities / Hr	Wear & Tear/ Hr	Custodial / Staff/ Hr	Administrative Cost/Processing Timeframe or Change	Tier 6 Fair Rental Markup/ Hr
Classroom	\$ 0.90	\$16.50	\$33.29	\$48.13	\$66.00
Elementary Multi-Purpose Room	\$ 2.33	\$16.50	\$33.29	\$48.13	\$66.00
Library	\$ 2.33	\$16.50	\$33.29	\$48.13	\$66.00
Cafeteria	\$ 4.98	\$16.50	\$33.29	\$48.13	\$66.00
Kitchen – Elementary	\$ 5.50	\$16.50	\$33.29	\$48.13	\$66.00
Kitchen – Secondary	\$16.50	\$16.50	\$33.29	\$48.13	\$66.00
Middle School (MS)				\$48.13	
Gymnasium	\$ 8.94	\$16.50	\$33.29		\$66.00
MS Multi-Purpose Room	\$ 8.94	\$16.50	\$33.29	\$48.13	\$66.00
High School (HS) Dance Room	\$ 2.33	\$16.50	\$33.29	\$48.13	\$66.00
HS Teacher Lounge	\$ 2.33	\$16.50	\$33.29	\$48.13	\$66.00
HS Theater	\$ 8.81	\$16.50	\$33.29	\$48.13	\$66.00
Theater Sound Room/Lighting	\$10.00				
Theater Dressing Room	\$ 0.90	\$16.50	\$33.29	\$48.13	\$66.00
Theater Classrooms	\$ 0.90	\$16.50	\$33.29	\$48.13	\$66.00
HS Cafeteria	\$ 7.18	\$16.50	\$33.29	\$48.13	\$66.00
HS Gymnasium	\$ 9.18	\$16.50	\$33.29	\$48.13	\$66.00
HS Sub Gym/Small Gym	\$ 8.94	\$16.50	\$33.29	\$48.13	\$66.00
HS Weight Room	\$ 0.90	\$16.50	\$33.29	\$48.13	\$66.00
Tracy High Pool w/o Lights	\$18.01	\$0	\$33.29	\$48.13	\$66.00
Tracy High Pool with Lights	\$33.01	\$0	\$33.29	\$48.13	\$66.00
West High Pool w/o Lights**	\$36.02	\$0	\$33.29	\$48.13	\$66.00
West High Pool with Lights**	\$50.00	\$0	\$33.29	\$48.13	\$66.00
Kimball High Pool w/o Light	\$18.01	\$0	\$33.29	\$48.13	\$66.00
Kimball High Pool with Lights	\$33.01	\$0	\$33.29	\$48.13	\$66.00
District Education Center. Board				\$48.13	
Room (no technology)	\$ 2.33	\$16.50	\$33.29		\$66.00
District Education Center				\$48.13	
General Conference Room	\$ 0.90	\$16.50	\$33.29		\$66.00

## COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

Rooms	Utilities / Hr	Wear & Tear/ Hr	Custodial/ Staff/ Hr	Administrative Cost/Processin g Timeframe or Change	Tier 6 Fair Rental Markup/ Hr
Grass Covered Baseball Practice Areas (**see note at bottom of page)		\$ 2.75		\$48.13	\$66.00
Baseball Field (all ages)		\$ 5.50		\$48.13	\$66.00
Softball Practice Field		\$ 5.50		\$48.13	\$66.00
Softball Field		\$ 5.50		\$48.13	\$66.00
Soccer Fields available to all ages (maximum wear and tear fee \$50.00 per day)		\$ 7.15		\$48.13	\$66.00
Football Practice Field (maximum wear and tear fee \$275/day)		\$ 7.15		\$48.13	\$66.00
Football Stadium (Includes use of snack bar. Cost of lights is additional. Maximum wear and tear fee \$770/day)****		\$77.00	\$33.29***	\$48.13	\$66.00
Football Field Line Painting			\$33.29	\$48.13	
Football Field Lights	\$11.01				
Tennis Courts		\$ 5.50	\$33.29	\$48.13	\$66.00
Track (Williams Middle School)		\$ 5.50		\$48.13	

\*\*The West High Pool has priority of use on weekends from the Memorial Day weekend through the Labor Day weekend, and weekdays from the final regular school day of the school year, through the first return day of the new school year. Facility Use requests during these dates should be made directly to the City of Tracy. With prior approval, the West High pool may be shared by two user groups, and the cost may be shared.

\*\*\*Not to exceed \$750 per practice field for a season.

\*\*\*\*To supervise use of the facility and protect against damage, a custodian is required to be present starting one hour before the use begins, remain present during the use, and be present one hour after the use.

See following pages for different breakdowns of costs under different scenarios.

Note: Proceeds from Cost Per Head, and Fair Rental Markup will be split equally between the district and the site used to mitigate impacts of use.

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

A damage/security deposit of \$500.00 will be charged to any outside user prior to use of facility. This is a refundable deposit and will be refunded after use within 30 days or each season or year provided no damage occurs and all other fees have been paid.

**MAXIMUM OCCUPANCY**

The number of people present, at any activity, shall not exceed the posted occupancy for the room(s) used. This is FIRE REGULATION.

Site	Multi-Purpose Room	Gym	Small Gym	Theatre	Stadium	Pool
Bohn	567					
Central	507					
Freiler	698					
Hirsch	567					
Jacobson	567					
Kelly	719					
Kimball High	410	2318	521	400	3706	132
McKinley	427					
Monte Vista	558					
North	645					
Poet Christian	567					
South/ West Park	857					
Stein	572					
Tracy High	1173	1670	700	325	3753	116
Villalovoz	561					
West High	653	2680	418		4159	260
Williams	648		598			

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

A breakdown of types of fields available at each site is included below:

**Types of Fields Available At Each Site**

Site	Small Baseball < 10	Small Base ball < 12	Base ball	Soft ball Practice	Soft ball	Soccer	Football Practice	Stadium
Bohn		3 (*2)				2	2	
Central		2 (*2)				1	1	
Freiler	2 (*2)					0	0	
Hirsch	4 (*4)					1	1	
Jacobson	1 (*1)	3				1	1	
Kelly								
Kimball High			2		2	1		1
McKinley	5 (*5)					2	2	
Monte Vista			6 (*1)			1	1	
North	3					0	0	
Poet Christian		2 (*2)				1	1	
South/ West Park				1	2	1	1	
Stein								
Tracy High			3 (*2)			3	3	1
Villalovoz					2	1	1	
West High			2 (*1)		2	2	2	1
Williams					5	1	1	

\*grassy fields

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES****Attachment C: Room Use and Clean-Up Check List****Room Cleaning Checklist Before Use**

Please acknowledge that food and drinks (water included) are prohibited in the school's main and sub-gymnasiums (WHS, THS, McKinley and North Elementary) that have wood flooring. Also, facility users must be aware of the location of emergency exits at all times.

Site: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Signature of Authorized District Employee Opening and Closing Facility:**

\_\_\_\_\_

**Organization Name:** \_\_\_\_\_

**Signature of Responsible Group Representative:** \_\_\_\_\_

Actual Custodial hours worked Opening \_\_\_\_\_

Actual Custodial hours worked Closing \_\_\_\_\_

**CONDITION OF PREMISES BEFORE USE:**

	<b>Clean</b>	<b>No Damage</b>	<b>Exceptions Noted</b>
Cafeteria	( )	( )	( ) _____
Kitchen	( )	( )	( ) _____
Gymnasium	( )	( )	( ) _____
Multi-Purpose Room	( )	( )	( ) _____
Library	( )	( )	( ) _____
Pool Area	( )	( )	( ) _____
Locker Room	( )	( )	( ) _____
Classroom	( )	( )	( ) _____
Restrooms	( )	( )	( ) _____
Fields	( )	( )	( ) _____
_____	( )	( )	( ) _____
_____	( )	( )	( ) _____
_____	( )	( )	( ) _____

**Complete Page 2 – Check-Out and  
Return to Maintenance and Operations Department-Facility Use-fax# 209-830-3259**

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES****Attachment C: Room Use and Clean-Up Check List (Continued)****Room Cleaning Checklist After Use**

Tracy Unified School District will provide paper towels, bathroom tissue, and plastic garbage bags. As a part of the custodial staffing cost, the Tracy Unified School District will clean bathrooms, empty garbage cans, sweep floors, and replace paper products. All other cleaning is the responsibility of the renter. The following checklist describes the cleaning responsibilities of the renter. If the custodian is required to spend more than the minimum two hour allotment, the user will be billed at the rate stated in this administrative regulation. Custodians must have permission granted by a district administrator authorized to expend funds from the facility use budget.

- \_\_\_\_\_ 1. Decorations removed from all walls and ceilings and properly disposed of at the completion of the function.
- \_\_\_\_\_ 2. Tables and chairs wiped off, stacked neatly, and put away.
- \_\_\_\_\_ 3. All trash bagged and placed in the trash cans provided by the district.
- \_\_\_\_\_ 4. Rooms, hallways, and other rooms cleaned as clean of food and trash.
- \_\_\_\_\_ 5. Restrooms cleaned, all sinks and toilets flushed.
- \_\_\_\_\_ 6. All debris around exterior of building (walkways and planted areas) disposed of properly.
- \_\_\_\_\_ 7. Damage to facility, equipment, property or persons.
- \_\_\_\_\_ 8. Field Use – no damage or no trash.

Describe problems: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Custodian: \_\_\_\_\_  
Facility User: \_\_\_\_\_  
Time: \_\_\_\_\_

Date: \_\_\_\_\_  
Date: \_\_\_\_\_

**Return to Maintenance and Operations-Facility Use Department**  
**Facility Use-(209) 830-3297, Fax# (209) 830-3259**

**Over time authorization: Bill Willner: 321-0469, Al Faria: 321-0349 Bob Corsaro: 321-1478**

## COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

## Attachment D: In-Kind Services Estimate Documentation Form

The Tracy Unified School District Facility Use Sub-Committee will review all requests for approval or denial on all site improvements

Organization Name		Contact Person		Phone No	
School		Location/Area			
Job Description					
Start Date		Completion Date			
Contractor and Contact Information					
DESCRIPTION	QUANTITY	MATERIALS	LABOR	SUB-CONTRACT	TOTAL
					\$
					\$
					\$
					\$
					\$
					\$
TOTAL AMOUNT REQUESTED					\$

## DISTRICT APPROVALS (for office use only):

Facility Use Director	✓	Date
Maintenance Director	✓	Date
Facilities Director	✓	Date
Principal	✓	Date
CSEA Union	✓	Date
Associate Superintendent of Business Services	✓	Date
Facility Use Department/Recipients	✓	Date
Board Approved		Date





# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *Casey* Dr. Casey Goodall, Associate Superintendent, Business Services  
**DATE:** September 17, 2010  
**SUBJECT:** Consider Claim No. 2-1011 TUSD

**BACKGROUND:** On or about September 1, 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 March 18, 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.

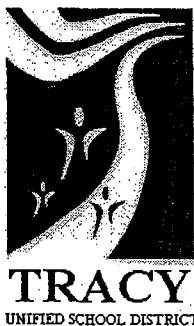
The amount of the claim is unknown as there were no documents provided to support this claim.

**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 September 28, 2010 and after are hereby denied/rejected.

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Assistant Superintendent for Business  
**DATE:** September 15, 2010  
**SUBJECT:** Authorize Associate Superintendent for Business Services to Enter into Agreement to Donate Obsolete and Surplus Phone Equipment to Sacramento City Schools.

**BACKGROUND:** District policy currently dictates that the disposal of equipment must meet the following conditions before a surplus is declared:

1) "Materials accumulated which have no further value to the program of the school district, from time to time, be disposed of in such a manner to provide maximum benefit to the school district." BP 3316

2) If the district is unable to use the equipment, an assessment must be made to determine which category the equipment falls under:

- Equipment about to be replaced
- Equipment beyond economic repair
- Obsolete due to changes in material make up (technology)
- Salvage and scrap
- Rubbish

3) The next step would be to sell the item for cash through the following steps:

a) "Ed Code 39520 requires the district to sell any personal property belonging to the district if the property is not required for school purposes, or if it should be disposed of for the purpose or replacement, or if it is unsatisfactory or not suitable for school use". A notice of sale would then be posted in a public place.

Or

The district can sell the equipment through an auction sale. In either case, the district reserves the right to award to the highest responsible bidder, or reject all bids.

b) If the district fails to receive a qualified bid, a private sale without advertising can take place. The Board will need to reach a unanimous decision on whether the equipment met the criteria of "not exceeds value of \$2,500".

c) If the value of the equipment is insufficient to defray cost of sale (Ed Code 39521), the district can arrange for the disposal of the equipment in a local public disposal site.

The Tracy Unified School District Director of Materials Management has declared the surplus on the damaged, obsolete and surplus furniture, computers and equipment due to the fact the inventory has been replaced with newer, more modern and structurally safe inventory. The inventory has a negative value or at best, a negligible value.

The main concerns of district staff is that we are able to eliminate warranty issues for future use of these items, we reduce or eliminate hazardous waste from hitting our landfills and lastly, if we can help out others with our items, then we utilize companies that fulfill our requirements while helping out the environment and others who are less fortunate.

When disposing of damaged, obsolete & surplus furniture and equipment, bidding for this service is not required. Yet, to ensure district assets and tax dollars are used appropriately, the district contacted Quality Sound to determine which government agency could use this technology. Quality Sound referred us to Sacramento City School District as a potential recipient.

During this past summer, Tracy Unified School District converted the PBX phones systems to a VoIP phone system at Freiler Elementary, Kelly Elementary and Poet-Christian Elementary. The Millennium PBX phone equipment that was removed at these three school sites is obsolete and not compatible with the District's standard VoIP phone system. In-addition, the ISET Department had maintained a small supply of used PBX and phone equipment to utilize for repair needs at these sites.

The Millennium PBX based phone system is currently used at the Sacramento City Unified School District. The ISET Department has declared this Millennium PBX phone equipment to be obsolete and surplus.

Sacramento City Unified School District has provided a letter which would hold Tracy Unified School District harmless "by acceptance of this donation of phone equipment, as is". "Sacramento City Unified School District agrees to indemnify and hold harmless the Tracy Unified School District, its officers and employees, from all claims, suits or action of every name, kind and description brought for or on account of injuries to or death of any person, or damage to any property, public or private, including school district property, resulting from an act, omission or negligence by the district in the performance of this donation".

The surplus items will be processed under an agreement with Sacramento City Unified School District which outlines a salvage plan that includes pick-up of surplus items. Sacramento City Unified School District assumes ownership of the surplus items, the associated warranty responsibility and the costs incurred for the disposal of toxic products as stated by law. The overall value of the surplus items is negative or at best negligible as has been determined by the District. The surplus items will be reused to maintain existing equipment in Sacramento City Unified School District.

Tracy Unified School District, its officers and employees nor Quality Sound have any financial gain or interest in this donation.

**RATIONALE:** "Property for which no qualified bid has been received may be sold, without further advertising, by the Superintendent or designee." (Education Code 39521)

As advised by District counsel, surplus equipment and furniture should not be sold to the public unless the District is able to certify that equipment is safe. In addition, surplus should only be sold to those whom can take title of the equipment and warrant safety through certification. Sacramento City School District has a qualified telecom technician who maintains their telecom system. Liability exposure to District is eliminated.

**FUNDING:** Cost is only the labor time to palletize and load items.

**RECOMMENDATION:** Authorize Associate Superintendent for Business Services to Enter into Agreement to Donate Obsolete and Surplus Phone Equipment to Sacramento City Schools.

**Prepared by:** Gary M. Jayne, Director of Materials Management



**PURCHASING SERVICES DEPARTMENT**

3051 Redding Avenue • Sacramento, CA 95820  
(916) 277-6662 • FAX (916) 277-6659

Nancy S. Miyashiro, *Director*

August 27, 2010

Mr. Jim Jensen  
Tracy Unified School District  
1945 West Lowell Avenue  
Tracy, CA 95376

Dear Mr. Jensen:

This letter is to inform you of the Sacramento City Unified School District's acceptance of your donation of phone equipment, as is.

SCUSD hereby, by acceptance of this donation of phone equipment, Sacramento City Unified School District agree to indemnify and hold harmless the Tracy Unified School District, its officers and employees, from all claims, suits or action of every name, kind and description brought for or on account of injuries to or death of any person, or damage to any property, public or private, including school district property, resulting from an act, omission or negligence by the district in the performance of this donation.

SCUSD will not dispose of the phone equipment into the landfill. If necessary, it will be recycled properly at SCUSD's expense.

Thank you for your generous donation. If you have any questions, please contact me at (916) 277-6662.

Sincerely,

Nancy S. Miyashiro  
Manager, Purchasing Services

cc Barry Evpak, Director, Facilities Maintenance  
Wes Stout, Supervisor, Electronics Department



# BUSINESS SERVICES MEMORANDUM

**To:** James C. Franco, Superintendent  
**From:** C. Goodall, Associate Superintendent for Business  
**Date:** September 20, 2010  
**Subject:** Adopt Resolution No. 10-07 Approving a Development and Lease Agreement, a Site Lease and a Guaranteed Maximum Price Relating to the Construction of a New Performing Arts Building at West High School; and Issue the Notice to Proceed

**BACKGROUND:** Plans for the West High School Theater Building have been approved by the California Department of Education and the Division of the State Architect. The plans along with the agency approvals have been submitted to the Office of Public School Construction (OPSC) for the apportionment of State Bond funds, once a construction contract is signed.

On June 10, 2008 the Board approved F & H Construction (F&H) as the lease-lease back contractor for the project and authorized staff to prepare the lease-lease back contract with F&H. Staff moved forward with developing lease agreements in accordance with the provisions of Education Code Sections 17400, et seq.

**RATIONALE:** F&H advertised for bids on the various trades that comprise the West High School Theater Building and the final bids were received by F&H Construction. Following bid openings, F&H had the opportunity to review the bids for adequacy and check to verify the work that was indicated in the scope of work was included in the bid prices. Due to the way the lease-lease back project delivery method is negotiated with the District, F&H had the opportunity to value engineer portions of the project before presenting the final Guaranteed Maximum Price (GMP). The final GMP is \$3,746,494, which includes a 5% contingency of \$164,050.

Consistent with the District's duties under Education Code Section 17076.11, F&H is currently engaging in good faith efforts to solicit proposals from qualified disabled veteran businesses and firms ("DVBE") to assist in the construction of the Project. Either an upward adjustment or a downward adjustment to the Guaranteed Maximum Price may be necessary in recognition of the use of a DVBE for the Project. The attached resolution authorizes the Associate Superintendent for Business Services to modify the GMP in order to permit the use of a DVBE, if the DVBE is determined to be suitable for performing work or supplying materials for the project. TUSD's legal counsel, Kronick, Moskovitz, Tiedemann & Girard has reviewed the Site Lease and the Development and Lease Agreement and recommends TUSD enter into these agreements with F&H Construction.

**FUNDING:** The project is funded from a combination of Measure E funds and State School Facilities Program apportionment.

**RECOMMENDATIONS:** Adopt Resolution No. 10-07 Approving a Development and Lease Agreement, a Site Lease and a Guaranteed Maximum Price Relating to the Construction of a New Performing Arts Building at West High School; and Issue the Notice to Proceed

**Prepared by:** Bonny Carter, Director of Facilities and Planning



# EDUCATIONAL SERVICES MEMORANDUM

**To:** Dr. James Franco, Superintendent  
**From:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**Date:** September 9, 2010  
**Subject:** Adopt Resolution #10-06: A Declaration That There Are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District

**BACKGROUND:** Section 60119 of the Education Code requires that the governing board annually make a determination through a resolution that each pupil in each school in the District has sufficient textbooks or instructional materials, or both, in each subject that are consistent with the content and cycles of the curriculum framework adopted by the state board.

**RATIONALE:** The resolution is a requirement of the state audit guide and the terms of the Williams Settlement. This item aligns with Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that insures that all students meet or exceed grade level standards and results in closing the achievement gap.

**FUNDING:** No cost to the District. Failure to adopt a resolution may result in loss of State Instructional Materials Fund Realignment Program (IMFRP) allocation.

**RECOMMENDATION:** Adopt Resolution #10-06: A Declaration That There Are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District.

**Prepared by:** Dr. Donna Sonnenburg, Director of Instructional Media Services and Curriculum





**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION #10-06**

**DETERMINATION OF SUFFICIENT TEXTBOOKS ALIGNED TO THE  
CONTENT STANDARDS AND INSTRUCTIONAL MATERIALS  
2010-2011**

**Whereas**, the governing board of Tracy Unified School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on September 28, 2010, at 7:00 PM, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

**Whereas**, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the District that stated the time, place, and purpose of the hearing, and;

**Whereas**, the governing board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

**Whereas**, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Tracy Unified School District, and;

**Whereas**, the definition of "sufficient textbooks or instructional materials" means that each pupil, including English learners, has a textbook or instructional materials, or both, to use in class and to take home, and;

**Whereas**, between the 2008-09 through the 2012-13 fiscal years, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the Tracy Unified School District, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

**Whereas**, sufficient textbooks and instructional materials were provided to each student, including English learners that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- ENGLISH LANGUAGE ARTS (K-8):

Grade Level	Publisher	Adopted Materials	Copyright
K-5	Open Court	<i>Open Court</i>	2002
6-12	Holt	<i>Literature &amp; Language Arts</i>	2003
K-5 Bilingual	Houghton Mifflin	<i>Lectura</i>	2003

- MATHEMATICS (K-8):

Grade Level	Publisher	Adopted Materials	Copyright
K-5	Harcourt	<i>HSP Math</i>	©2009
K-5 bilingual	Harcourt	<i>HSP Math, Spanish</i>	©2009
6	McDougal Littell	<i>Math Course 1</i>	©2009
7	McDougal Littell	<i>Math Course 2</i>	©2009
8-9	McDougal Littell	<i>Algebra 1</i>	©2009
8-9	Prentice Hall	<i>California Algebra Readiness</i>	©2008

- SCIENCE (K-8):

Grade Level	Publisher	Adopted Materials	Copyright
K-5	Houghton Mifflin	<i>Science, CA Edition</i>	©2007
6-8	Prentice Hall	<i>Focus on Earth Science, CA Edition – 6<sup>th</sup></i> <i>Focus on Life Science, CA Edition – 7<sup>th</sup></i> <i>Focus on Physical Science, CA Edition – 8<sup>th</sup></i>	©2008

- HISTORY-SOCIAL SCIENCE (K-8):

Grade Level	Publisher	Adopted Materials	Copyright
K-5	Scott Foresman	<i>Scott Foresman History - Social Science for CA</i>	©2007
K-5 Bilingual	Scott Foresman	<i>Historia – Ciencias Sociales Para California</i>	©2007
6-8	Glencoe	<i>Discovering Our Past</i>	©2007

- ENGLISH LANGUAGE ARTS (High School):

Course / Grade Level	Adopted Materials	Publisher	Copyright
English 1 / English 1 PreAp /PreIB Core Plus 1 Academy / Academy PreIB/PreAP Transition I Adv ELD Modified English	<i>Holt Lit &amp; Lang Arts 3rd course</i> <i>Holt Handbook 3rd course</i> <i>Holt Interactive Reader</i>	Holt	©2003
English 2 / English 2 PreAp /PreIB Core Plus 2 Academy / Academy PreIB/PreAP Transition II	<i>Holt Lit &amp; Lang Arts 4th course</i> <i>Holt Handbook 4th course</i> <i>Holt Interactive Reader</i>	Holt	©2003
English 3 / English 3 PreAp/PreIB English 3 / English 3 Ap/IB Ag Science Transition III Academy	<i>Holt Lit &amp; Lang Arts 5th course</i> <i>Holt Handbook 5th course</i> <i>Holt Interactive Reader</i>	Holt	©2003
English 3 AP	<i>The Language of Composition</i>	Bedford/St. Martins (VHPS)	©2008
English 4 / English 4 IB/AP Agricultural Science Transition IV Academy	<i>Holt Lit &amp; Lang Arts 6th course</i> <i>Holt Handbook 6th course</i> <i>Holt Interactive Reader</i>	Holt	©2003

- SCIENCE (High School):

Course / Grade Level	Adopted Text	Publisher	Copyright
Advanced Biology I AP Advanced Biology I IB H Advanced Biology II IB H	<i>Biology, Campbell &amp; Reece 7th ed</i>	Prentice Hall	2005

• SCIENCE, cont'd (High School):

Course / Grade Level	Adopted Text	Publisher	Copyright
Biology PreAP			
Biology PrelB	<i>Essential Biology w/Physiology</i> , Campbell	Prentice Hall	2007
AgSci/Biology PrelB	2nd ed		
Principles Of Engineering II			
Principles Of Engineering III	<i>A User's Guide to Engineering</i>	Prentice Hall	2006
Ag Biology			
AgSci/Biology Ag PrelB	<i>Biology</i>	Prentice Hall	2008
Biology			
Biology LEP	<i>Biología</i>		
Advanced Chemistry IB H	<i>Chemistry: The Central Science</i> , 10th ed	Prentice Hall	2006
Applied Chemistry	<i>Chemistry</i>	Pearson AGSglobe	2007
Chemistry			
Chemistry LEP	<i>Chemistry</i>	Prentice Hall	2008
Ag Physics			
Conceptual Physics	<i>Conceptual Physics</i>	Prentice Hall	2006
Principles Of Engineering I			
Conceptual Physics LEP			
Ag Earth Science			
AgSci/Earth Science	<i>Earth Science</i>	Holt	2006
Earth Science			
Earth Science ELL	Spanish Supplement: Study Guide		
Human Physiology	<i>Essentials of Human Anatomy and Physiology</i> , 8 <sup>th</sup> ed	Prentice Hall	2006
Human Physiology ELL			
AgSci Chemistry PrelB			
Chemistry H	<i>Modern Chemistry</i>	Holt	2006
Chemistry PrelB			
Life Science SDC			
Integrated Science SDC	<i>AGS Biology</i>		
Physical Science SDC	<i>AGS Physical Science</i>	Pearson AGSglobe	2004
Earth Science SDC	<i>AGS Earth Science</i>		
Physics	<i>Physics</i>	Holt	2007
Advanced Physics AP	<i>Fundamentals of Physics</i> , 8th ed	People's Publishing/Wiley	2007
Physics IB H	<i>Physics for the IB Diploma</i> , 5th ed	Cambridge University Press	2007
Lab Research BioTechnology	<i>Biotechnology: Science for the New Millennium</i> , 1 <sup>st</sup> ed	EMC Paradigm Publishing	2006
Environmental Systems IB	<i>Environmental Science: Toward a Sustainable Future</i> , 10th ed	Prentice Hall	2007

• HISTORY / SOCIAL SCIENCE (High School):

Course / Grade Level	Adopted Materials	Publisher	Copyright
<b>Grade 12</b>			
American Government (WHS)	<i>American Government</i>	Holt	2003
AgSci Government (THS)			
Economics & AgSci	<i>Economics</i>	Holt	2003
Economics (THS only)			
Economics LEP	<i>Economics (Pacemaker)</i>	Globe Fearon	2001
Economics SDC	<i>Economics (AGS)</i>	AGS	2005

• HISTORY/SOCIAL SCIENCE, cont'd (High School):

Government LEP	<i>American Government (Pacemaker)</i>	Globe Fearon	2006
Government SDC	<i>United States Government (AGS)</i>	AGS	2005
IB History Americas 2 (THS only)	<i>People of a Nation</i>	McDougal Littell/Houghton	2005
	<i>Latin America, 7th ed.</i>	Pearson Education	2002
	<i>Modern World GCSE</i>	Social Studies School Service	2001
US Government & Politics AP (WHS only)	<i>American Government, 10th ed.</i>	McDougal Littell/Houghton	2006
	<i>American Government Readings</i>	Pearson	2006
<b>Grade 11</b>			
US History	<i>The Americans</i>	McDougal Littell	2006
US History AP (WHS only)	<i>American Pageant, 13th ed</i>	McDougal	2005
		Littell/Houghton	2006
IB History Americas 1 (THS only)	<i>People of a Nation, 7th ed.</i>	McDougal Littell/Houghton	2005
	<i>Latin America, 7th ed.</i>	Pearson Education	2002
US History LEP	<i>United States History (Pacemaker)</i>	Globe Fearon (WHS)	2004
US History SDC	<i>United States History (AGS)</i>	AGS	2005
<b>Grade 10</b>			
World History	<i>World History: The Modern World</i>	Prentice Hall	2007
Pre IB AgSci SS 2 (THS only)	<i>World History: The Modern World</i>	Prentice Hall	2007
Pre IB History of the Humanities (THS only)	<i>Modern World GCSE</i>	Social Studies School Service	2002
	<i>World History, Volume II-Since 1500</i>	Thomson/Wadsworth	2007
	<i>World History: The Modern World</i>	Prentice Hall	2007
World History Pre-AP (WHS only)	<i>The Earth and Its People, 3rd ed</i>	McDougal Littell/Houghton	2005
World History AP	<i>World Civilization: The Global Experience</i>	Pearson Education	2007
World History SDC	<i>World History (AGS)</i>	AGS	2001
World History LEP	<i>World History (Pacemaker)</i>	Globe Fearon (WHS)	2002

• ENGLISH LANGUAGE DEVELOPMENT MATERIALS

Grade Level	Adopted Materials	Publisher	
6-8	<i>Shining Star</i>	Thomson Longman	2005
9-12			
Beginning ELD	<i>Visions Student Book Intro/A/B/C</i>	Thomson-Heinle	2004
Intermediate ELD	<i>Visions Activity Book Intro/A/B/C</i>		
Early Advanced ELD	<i>Student Handbook Intro/A/B/C</i>		
Advanced ELD	<i>The Heinle Picture Dictionary</i>		
English I, II, III, IV Transition	<i>Grammar in Context, Basic/Book 1, 2, 3,(2006)</i>		

**Whereas**, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes, and;

**Whereas**, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

Therefore, it is resolved that for the 2010 – 2011 school year, the Tracy Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

**APPROVED AND ADOPTED**, this 28<sup>th</sup> day of September 2010, by the following votes:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
President, Governing Board  
Tracy Unified School District

ATTEST:

\_\_\_\_\_  
Clerk, Governing Board  
Tracy Unified School District



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** September 20, 2010  
**SUBJECT:** Acknowledge Administrative Regulation 5129, Bullying/Harassment (2nd Reading-Declare Intent to Adopt September 28, 2010)

**BACKGROUND:** Bullying/Harassment has become a national issue. It has become more expansive due to technology and often starts at the elementary school level and continues through high school grades. Due to this pervasive issue, Tracy Unified School District has written a Board Policy on Bullying, however no Administrative Regulation was written at that time.

**RATIONALE:** Providing a document that will be the foundation for complaints to be made in regards to bullying/harassment and the informal and formal investigations where decisions to be made in accordance with education codes to ensure safe environment for both students and staff, and protecting the rights of the students. This supports Strategic Goal #2- Provide a safe environment for students and staff that is conducive to learning.

**FUNDING:** Not Applicable

**RECOMMENDATION:** Acknowledge Administrative Regulation 5129, Bullying/Harassment (2nd Reading-Declare Intent to Adopt September 28, 2010).

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

## Bullying/Harassment Prevention

**Bully/Harassment Investigation Procedures****A. Purpose and Scope**

To provide guidance and direction for all District employees regarding Bullying/Harassment, including cyberspace and tech bullying.

**B. General – Definition**

Behavior that means one or more acts by a pupil or a group of pupils directed against another pupil that constitutes hate violence, or severe or pervasive intentional harassment, threats, or intimidation that is disruptive, that causes disorder, and invades the rights of others by creating an intimidating or hostile educational environment, and includes acts that are committed personally or by means of an electronic act and social isolation or manipulation. An “electronic act” means the transmission of a communication, including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer, or pager. (California Education Code 48900 (r))

**C. Forms Used and Additional References**

Bullying/Harassment Claim Interview Sheet

Bullying/Harassment (Informal versus Formal Complaint –Summary of Procedures)

**D. Procedures**

The Tracy Unified School District expects students and/or staff to immediately report incidents of Bullying/Harassment to the principal or designee. Staff members are expected to immediately intervene when they see a bullying incident occur. Each complaint of Bullying/Harassment shall be promptly investigated. This policy applies to students whose behavior is related to school activity, students on school grounds, while traveling to and from school or a school-sponsored activity, during the lunch period, whether on or off campus, and during a school-sponsored activity.

**General Procedures – Students**

Any student who feels he or she is being bullied or harassed should immediately report such conduct to his or her teacher, the principal, or any other school administrator, without fear of reprisal. The student need not first report the Bullying/Harassment to his or her teacher, especially if the student believes the teacher engaged in or knowingly tolerated any Bullying/Harassment of the

**Bullying/Harassment Prevention**

student. The student may make this report alone or with his or her parent/guardian.

An employee who receives a report of Bullying/Harassment of a student or who witnesses the Bullying/Harassment of a student shall immediately report the incident first to the site administrator or site designee then to the Assistant Superintendent of Educational Services and Human Resources (if alleged Bullying/Harassment is by an employee). Administrators, upon receiving a report of Bullying/Harassment from a student, shall provide the student with a copy of the Bullying/Harassment policy as well as the Administrative Regulation which contains procedures for filing complaints regarding Bullying/ Harassment, parents/guardians of the student (victim) shall be contacted.

Each complaint of Bullying/Harassment shall be promptly investigated in a way that attempts to respect the privacy of all parties concerned. If the student requests that his or her name not be disclosed to the alleged harasser, an informal investigation of the allegations shall be conducted to the extent possible without disclosing the complainant's name. In order to file a formal complaint of Bullying/Harassment, the student must be willing to disclose his or her name to the alleged harasser. Parent or legal guardian shall be informed of the investigation.

**General Procedures - Any Other Persons**

Any person who alleges Bullying/Harassment by any employee or student in the District may file a complaint under the complaint procedures contained in Administrative Regulation 4119.11; 4219.11; and 5145.7.

**Formal Complaint Procedures**

The Board designates the following compliance officers to receive and investigate complaints and ensure compliance with law:

Superintendent or designee 830-3200 ext. 1004, or e-mail: jfranco@tusd.net  
Assistant Superintendent of Education Services and Human Resources 830-3260 ext. 1304, or e-mail: sjharrison@tusd.net  
Director of Student Services and Curriculum 830-3280 ext. 1601, or e-mail: phall@tusd.net  
Principal or site designee please call site number, for e-mail please see site: <https://www.tracy.k12.ca.us/Pages/MainHomePage.aspx>

All complaints can be mailed to: Tracy Unified School District, 1875 W. Lowell Ave. Tracy, CA. 95376

It is desirable that complaints of Bullying/Harassment be resolved in a prompt and appropriate manner. If possible, such complaints should be resolved in an



## Bullying/Harassment Prevention

informal manner. If the complaint cannot be resolved informally, the following procedures shall be followed for filing a formal complaint of Bullying/Harassment.

### **Step 1: Filing of Complaint**

Any individual, public agency or organization may file a written complaint of alleged Bullying/Harassment.

The complaint shall be presented to the Superintendent or designee, who will then give it to the appropriate compliance officer. The Superintendent or designee will maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints of Bullying/Harassment must be initiated, in writing within sixty (60) calendar days of the date the alleged violation occurred

If a complainant is unable to put a complaint in writing due to conditions such as illiteracy or other disabilities, superintendent or designee shall help him/her to file the complaint.

### **Step 2: Investigation of Complaint**

Within sixty (60) school days from receipt of the complaint, excluding summer session, when the alleged violation occurred during the regular school year, the Superintendent or designee shall complete the investigation of the complaint. This time period may be extended by written agreement of the complainant.

### **Step 3: Response**

Within sixty (60) days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the District's investigation and decision, as described in Step 4 below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within fifteen (15) calendar days, file his/her complaint, in writing, with the Board. The Board may consider the matter at its next regular Board meeting or at a special Board meeting.

The Board may decide not to hear the complaint, in which case the compliance officer's decision is final. If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within seven (7) calendar days or within the time period that has been specified in a written agreement with the complainant.

## Bullying/Harassment Prevention

**Step 4: Final Written Decision**

The report of the District's decision shall be written in English and in the language of the complainant whenever feasible or required by law. If it is not feasible to write this report in the complainant's primary language, the District will arrange a meeting at which a community member will interpret it for the complainant.

This report shall include:

- \* The findings and disposition of the complaint.
- \* Notice of the complainant's right to appeal the decision to the Tracy Unified School District Board of Trustees and procedures to be followed for initiating such an appeal.

If an employee or student is disciplined as a result of the complaint, this report shall simply state **that appropriate action was taken and that the employee or student was informed of the District's Bullying Policy.** The report shall not give any further information as to the nature of the corrective or disciplinary action. However, when a student is expelled as a result of a substantiated charge of bullying, the expulsion record shall be a non-privileged, disclose-able public record.

The Tracy Unified School District board decision is the final decision.

**Corrective Action**

*A substantiated complaint of Bullying/Harassment may subject the offending employee or student to corrective action, up to and including suspension and discharge/expulsion. Such corrective action shall be consistent with the California Education Code and any collective bargaining agreement or student discipline code, if applicable.*

*In the event of harassment by an individual who is not an employee or student of the District, the District will take whatever legal corrective action is reasonable and appropriate under the circumstances.*

Even if the reported conduct is not considered Bullying/Harassment under this policy, it may be in violation of other rules and standards of conduct of the District. The District may discipline an employee or student for any inappropriate conduct discovered in investigating reports made under this policy, regardless of whether the conduct amounts to a violation of law or even a violation of this policy. Supervisors may be held personally liable under the law for acts of harassment.

## Bullying/Harassment Prevention

**Retaliation and Confidentiality**

The District forbids retaliation against anyone for reporting Bullying/Harassment, filing a complaint pursuant to this policy, assisting in making a Bullying/Harassment complaint, or cooperating in a Bullying/Harassment investigation. Anyone experiencing or witnessing any conduct they believe to be retaliatory are to immediately follow the procedures outlined above. In an investigation and in imposing any discipline, the District will attempt to preserve confidentiality to the extent the circumstances permit.

**Notification – Students and Parents**

*A copy of the Bullying/Harassment Policy and Administrative Regulation shall be displayed in a prominent location in the main administrative building located at 1875 W. Lowell Ave., Tracy, CA and in a prominent location near each school principal's office.*

Notice of the Bullying/Harassment Policy and the Administrative Regulation which contains the complaint procedures will be distributed to all students of the District at the beginning of the first trimester or semester of the school year, and to any new student at the time that the new student is enrolled. A copy of the Bullying/Harassment Policy and Administrative Regulation shall also appear in any publication of the District that sets forth the comprehensive rules, regulations, procedures, and standards of conduct for the institution.

**Notification – Students**

A copy of the Bullying/Harassment Policy and Administrative Regulation shall be displayed in a prominent location in the main administrative building located at 1875 W. Lowell Ave., Tracy, CA and in a prominent location near each school principal's office.

*Notice of the Bullying/Harassment Policy and Administrative Regulation which contain the complaint procedures will be sent to all students and parents or guardians upon enrollment and annually thereafter. A copy of the Bullying Policy and Administrative Regulation shall be provided as part of any orientation program conducted for new students at the beginning of each trimester, semester, or summer session, as applicable. Teachers shall discuss this policy with their students in age-appropriate ways and should assure them that they need not endure any form of Bullying/Harassment.*

Students may also file a separate claim of Bullying/Harassment with the Office of Civil Rights (OCR). The address and telephone number of the OCR is listed under the notifications section for employees.

**E. Reports Required**

## Bullying/Harassment Prevention

Investigation report regarding allegations of harassment.

**F. Record Retention**

Student and Personnel file when appropriate.

**G. Responsible Administrative Units**

Human Resources  
Student Services

**H. Approved By**

Assistant Superintendent of Education and Human Resources  
Director of Student Services & Curriculum

# Bullying/Harassment

Student: \_\_\_\_\_

Date \_\_\_\_\_

Investigator: \_\_\_\_\_

## *Informal vs. Formal Complaint – Summary of Procedures*

*This summary is intended as a guideline summary of procedures. Please see Bullying/Harassment policy and Bullying/Harassment check sheet for more detailed description of procedures. Revised 4/16/2010*

## Informal Complaint

Student contacts Principal/Assistant Principal (or other employee, who must promptly notify the Principal/Assistant Principal) and wishes to keep complaint informal (i.e., does not want to file a formal complaint or does not want his/her name disclosed).

- ☐ 1. Copy of policy supplied to student. Contact parents of student that is being harassed and the parents of the harasser.
- ☐ 2. Explain investigation process and give rules/policies:
  - Bullying/Harassment not tolerated;
  - Retaliation not allowed;
  - Immediately report if problem;
  - Limited information of investigation (need to know basis)
- ☐ 3. If student does not want to disclose name, explain that discipline may be limited as a result. No guarantees, but will attempt to respect request.
- ☐ 4. Report complaint to Student Services

### A. Establish if substantial evidence:

- ☐ 1. Conduct interviews of complainant, witnesses (including, but not limited to, those mentioned by the complaint and alleged harasser) and alleged harasser. Ensure that interviews are conducted separately. Issue "Stay Away Order" if necessary.
- ☐ 2. Re-interview if necessary, give parties opportunity to rebut adverse statements.
- ☐ 3. Document all interviews.
- ☐ 4. Access evidence and factors such as creditability, motives to embellish or fabricate, etc.

### B. If substantial evidence exists:

- ☐ 1. Determine disciplinary action to be taken
- ☐ 2. Advise Student Services of proposed action.
- ☐ 3. Take effective disciplinary action.
- ☐ 4. Notify complainant that effective disciplinary action has been taken (without disclosing specifics).
- ☐ 5. Notify harasser of disciplinary action. Stress school will not tolerate Bullying/Harassment.
- ☐ 6. Document action taken and that parties were advised of conclusion.

### C. If cannot determine whether or not Bullying/Harassment occurred:

- ☐ 1. Notify Student Services
- ☐ 2. Notify complainant and alleged harasser that unable to reach conclusion as to whether or not Bullying/Harassment occurred.
- ☐ 3. Inform complainant that if unsatisfied with result, he/she can discuss concern with Student Services. Also advise student can file complaint with Office of Civil Right ("OCR"). Note: Address and telephone number are in Bullying/Harassment Policy.

# Bullying/Harassment

Student: \_\_\_\_\_

Date \_\_\_\_\_

Investigator: \_\_\_\_\_

## *Informal vs. Formal Complaint – Summary of Procedures*

*This summary is intended as a guideline summary of procedures. Please see Bullying/Harassment policy and Bullying/Harassment check sheet for more detailed description of procedures. Revised 4/16/2010*

### **D. If determined Bullying/Harassment did not occur:**

- ☐ 1. Advise Student Services of finding of no Bullying/Harassment.
- ☐ 2. If evidence exists that complainant deliberately falsified report, advise Student Services.
  - Student will be advised of rights and disciplinary steps shall be followed.
- ☐ 3. Communicate finding that no Bullying/Harassment occurred to complainant and alleged harasser. Advise complainant that if he/she is unsatisfied with conclusion, should see Student Services.
- ☐ 4. Document communication of findings given to parties.
- ☐ 5. Stress prohibition against Bullying/Harassment and encourage parties to review policy for examples of types of behavior constituting Bullying/Harassment.

People Contacted / Dates:

Notes:

# Bullying/Harassment

Student: \_\_\_\_\_

Date: \_\_\_\_\_

Investigator: \_\_\_\_\_

## *Informal vs. Formal Complaint – Summary of Procedures*

*This summary is intended as a guideline summary of procedures. Please see Bullying/Harassment policy and Bullying/Harassment check sheet for more detailed description of procedures. Revised 4/16/2010*

## Formal Complaint

Student contacts Principal/Assistant Principal (or other employee, who must promptly notify the Principal/Assistant Principal or Student Services) and desires to file a **formal** complaint.

- ☐ 1. Copy of policy supplies to student, including formal complaint procedures. Go over procedure in policy for filing formal complaints and informal complaints.
- ☐ 2. Advise that formal complaints must be in writing and signed by the student.
- ☐ 3. If student says does not want to disclose name, explain that formal complaint cannot be filed and that if name not disclosed, disciplinary action against the alleged harasser may be limited.
- ☐ 4. Notify Student Services of Student's desire to file a formal complaint.
- ☐ 5. Explain that school site will investigate complaint and that meeting will be arranged as soon as possible with school site administration, parent and student. This meeting will be conducted with both parties separately..
- ☐ 6. Explain investigation process and give rules/policies re:
  - Bullying/Harassment not tolerated;
  - Retaliation not allowed;
  - Immediately report if problem;
  - Limited information of investigation (need to know basis)
  - \* Issue "Stay Away Order" if necessary.

### Contacts (Dates & Times)

**Principals/Assistant Principals will conduct investigations of formal complaints, they should be familiar with the following formal complaint procedures:**

- ☐ 1. Complaint must be filed no later than 60 calendar days after incident or after complainant learned of incident.
- ☐ 2. School Administration has 60 school days to complete the investigation, unless extension given in writing by complainant.
- ☐ 3. Letter will be sent to complainant on findings of investigation. (detailed explanation should not be given—only conclusion whether or not substantial evidence of Bullying/Harassment was found.)
- ☐ 4. If complainant is not satisfied with decision, he/she has 15 calendar days to file written complaint with Student Services.
- ☐ 5. Student Services hears complaint, decision must be sent to complainant within seven calendar days or with the time period that has been specified in written agreement with the complainant
- ☐ 6. If complainant is dissatisfied with the Student Services decision, may appeal in writing to the Tracy Unified School Board within 15 days of receiving the District's Decision
- ☐ 7. Extension for appeal may be granted by the Superintendent of Tracy Unified School District.
- ☐ 8. Appeal to Tracy Unified School Board must specify reasons for appeal and must include a copy of the local complaint and Student Services decision.
- ☐ 9. Tracy Unified School District Board's decision will make decision within 15 days, this decision is final.

# **Bullying/Harassment**

**Student:** \_\_\_\_\_

**Date** \_\_\_\_\_

**Investigator:** \_\_\_\_\_

## ***Informal vs. Formal Complaint – Summary of Procedures***

*This summary is intended as a guideline summary of procedures. Please see Bullying/Harassment policy and Bullying/Harassment check sheet for more detailed description of procedures. Revised 4/16/2010*

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**Notes:**



# Bullying/Harassment Claim Interview Sheet

Student Name: \_\_\_\_\_ Interviewer: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

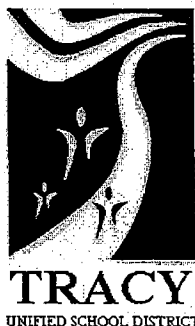
## Complainant will be advised at this first meeting that:

1. A prompt investigation will be conducted concerning his/her complaint.
2. School will limit disclosure of the information obtained during the investigation to those persons who have a legitimate need to know, which will include the alleged Bullying/Harasser's (NOTE: Name of complainant may be withheld from Bullying/Bullying/Harasser's to the extent possible) if complainant insists.
3. No retaliatory actions against the complainant will be tolerated and that he/she should immediately report any such retaliatory conduct if he/she believes it is occurring.

## **Questions/Information to determine facts:**

Who was/were alleged Bullying/Bullying/Bullying/Harasser's:	
When and where incident took place; including how long incident lasted:	
Did complainant make an effort to terminate bullying/harassment by expressing verbal or telling someone in authority of alleged Bullying/Harasser's conduct?	
Precisely what was said or done by parties?	
Was incident isolated, or part of a continuing practice?	
How was complainant affected?	
Did anyone else witness the incident?	
Did complainant talk to anyone else about incident?	
Is there any additional documentation of incident?	
Does complainant have any knowledge of any other target of bullying/harassment by the alleged Bullying/Harasser ?	

3/5/2008



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** September 20, 2010  
**SUBJECT:** Approve New Job Description for Utility III

**BACKGROUND:** Like every school district in California, Tracy Unified School District is experiencing budget reductions while trying to maintain services to students and the community. Therefore, as fewer employees attempt to meet varied responsibilities, a number of job descriptions have been merged.

No job description exists to allow the district to combine Utility 2 positions with driving duties. A new job description is being proposed which combines bus driving, grounds, custodial, and security functions. The proposed title is Utility III.

The attached new job description allows an employee to complete all of these required tasks.

**RATIONALE:** Creating the new position of Utility III will allow the District to combine six vacant part-time positions into six full time positions, while at the same time, addressing new transportation needs. In addition, the new job description is being proposed to ensure it accurately reflects the essential functions, education and experience, skills and qualification, physical requirements and work environment of the position of Utility III, and accurately describes the responsibilities of that position. This agenda item meets District Strategic Goal #4: Continuously improve fiscal and human resources, facilities and operational processes in order to support our efforts to meet or exceed district, state and federal targets.

**FUNDING:** The personnel costs of each of these three options can be funded for up to two years from the new Federal Jobs Bill funds. Once those funds are expended, positions will be funded from Unrestricted General Funds

**RECOMMENDATION:** Approve New Job Description for Utility III

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

## **TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION**

**POSITION TITLE:** Utility Person III

**DEPARTMENT/DIVISION:** Transportation/Grounds and Operations

**POSITION SUMMARY:** Under general supervision of the Director of Transportation, Director of Building Maintenance and Operations or site administrator, to perform a variety of duties in the areas of Transportation, Grounds, Custodial and Security. A Utility Person III may be assigned to bus driving, custodial, grounds keeping or security duty during the work day, providing services in a combination of these assignments. This is a 12 month position.

### **ESSENTIAL FUNCTIONS:**

1. Drives a bus over designated routes in accordance with time schedules.
2. Picks up and discharges school children, safely escorting them across streets as necessary.
3. Transports students and teachers on field trips to various locations, sometimes choosing the best route to conform to a schedule.
4. Performs a complete daily vehicle safety check, and refuels vehicles and equipment as needed.
5. Assists in maintaining bus and equipment such as vacuum cleaners, scrubbers, carpet extractors and auxiliary mechanical equipment on vehicles in safe operating condition, and advises on repairs as needed.
6. Cleans windshields and headlights, and may occasionally wash buses, clean, and lubricate other equipment.
7. Maintains good order among students on buses following District policies regarding the disciplining of children.
8. Operates other equipment such as cars, vans, forklifts, and lawnmowers.
9. Maintains a variety of records as required, including a daily bus report and work orders.
10. Updates route sheets to include accurate directions and other pertinent instructions.
11. Picks up and delivers perishable and non-perishable items such as furniture, equipment and supplies.
12. Performs cleaning tasks in restrooms, classrooms, offices and outside areas such as sweeping, scrubbing, waxing, dusting, disinfecting, vacuuming and shampooing carpets; empties waste containers.
13. Performs minor plumbing tasks, and makes minor repairs to water supply lines, sprinkler supply lines, electrical systems and equipment such as furniture, cabinets and carpets.
14. Removes graffiti from various surfaces such as wood, metal, glass, plaster, stucco, wallboard, brick and cement.
15. Performs general grounds maintenance work including trimming, pruning, edging, application of fertilizers and herbicides, and soil preparation using hand or power tools.
16. Rake, sweep or pick up litter, leaves or trash from buildings, walkways and surrounding grounds and parking lots.
17. Reports safety, sanitation and fire hazards and removes objects hazardous to persons and property.
18. Follows proper procedures when handling blood and body fluids as per Blood Borne Pathogens policy.
19. Irrigates, maintains and improves landscape areas including mowing lawns using hand mower or power mower.
20. Maintains playgrounds and playing fields, and play equipment.

21. Patrols school district buildings, grounds and parking lots, securing or opening doors, windows and gates as needed.
22. Observes and reports hazards or activities which may affect district facilities or employee safety.
23. Checks, monitors and questions students or visitors who appear to be loitering or parking inappropriately.
24. Observes and reports to site/District administration or law enforcement agencies any acts by persons which may contribute to unsafe conditions or possible injury to students or staff.
25. Maintains regular and prompt attendance in the workplace and keeps daily attendance records.
26. Performs other related duties as required.

**EDUCATION AND EXPERIENCE:** The ability to carry out oral and written directions; read and writes at a level sufficient to fulfill the duties to be performed for the position described. Must complete and pass a 40 hour school bus training course; pass a drug test and pre-employment physical and pass the commercial driver's license test, which includes knowledge of passenger management and brakes. Entry level experience in the custodial field and two years driving experience preferred, including bus or truck operation. Ability to meet the requirements of the State Department of Motor Vehicles and Highway Patrol for School Bus Driver, possess or obtain a valid Class B Commercial License, California School Bus Driver's License and be insurable. High School diploma required.

#### **SKILLS AND QUALIFICATIONS:**

1. Knowledge of safe, defensive and efficient driving practices and techniques.
2. Knowledge of all laws, rules and regulations pertaining to the transportation of students including provisions of the California Motor Vehicle Highway Patrol Passenger Transportation Safety Handbook (HPH 82.7) and all revisions thereof.
3. Knowledge of Education Code applicable to the operation of vehicles transporting school students; methods, practices and procedures used in required first aid and emergency conditions.
4. Knowledge of the geography of the District.
5. Ability to read and develop a variety of routes, schedules and maps.
6. Ability to plan for, carryout and complete extracurricular trips including athletic trips.
7. Knowledge of and ability to demonstrate effective methods of student supervision and discipline.
8. Knowledge of operation, methods and practices followed in the use, maintenance and repair of tools, machinery and equipment including precision measuring equipment.
9. Knowledge of plumbing and hardware techniques.
10. Knowledge of safe work practices.
11. Ability to estimate the scope of each work assignment and secure the necessary tools and materials to complete assignments.
12. Ability to diagnose equipment operating problems and execute required repairs.
13. Ability to develop and maintain cooperative working relations with those contacted in the course of work.
14. Ability to keep accurate records of work performed.
15. Ability to work without immediate supervision in the field.
16. Must pass required physical examination and drug test.
17. Ability to operate mechanical and power-driven equipment.
18. Knowledge of plant diseases and insects and control methods.
19. Knowledge of approved methods of planting and caring for landscaping.
20. Ability to physically cover the areas of responsibility under varying weather conditions.
21. Knowledge of District policies, rules and regulations.

**PHYSICAL REQUIREMENTS:** Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Bend, squat, stoop and/or climb for brief periods of time..
4. Exercise, during the performance of his/her duties, the amount of physical control reasonably necessary to maintain order, protect property or protect the health and safety of students, staff and community members.
5. Run short distances.
6. Enter data into a computer terminal for necessary record keeping and electronic communication.
7. See and read a computer screen and printed matter with or without vision aids.
8. Right and left foot movements such as operating foot controls for extended periods of time.
9. Reach above shoulder level for extended periods of time.
10. Push/pull up to 50 lbs. for extended periods of time
11. Push/pull up to 100 lbs. for short periods of time.
12. Lift and carry up to 75 lbs. at waist height for short periods of time.
13. Repetitive foot and/or hand/arm movements (grasp/pinch, etc.) for extended periods of time.
14. Speak so that others may understand at normal levels and on the telephone with or without hearing aids.
15. Hear and understand at normal levels and on the telephone with or without hearing aids.

**WORK ENVIRONMENT:** Employees in this position will be required to work indoors and outdoors under various weather conditions and temperatures during the course of the required schedule, including inclement weather conditions. Employees will also be required to work on uneven ground. Employees will be exposed to noise, dust, fumes, pollen, gases and smoke levels depending on assignment being performed. Must wear closed toe shoes and meet uniform requirement. As required, must wear protective devices such as gloves, earplugs, coveralls, safety boots, safety glasses and dust mask. Employees will be exposed to vibrations.

Salary Range: 36

Board Approved:

