

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, SEPTEMBER 13, 2011

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

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

AGENDA

1. Call to Order

2. Roll Call – Establish Quorum

Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, G. Silva, 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 Finding of Fact #11-12/1

3.1.2 Application for Reinstatement #11-12/18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

3.1.3 Application for Enrollment #11-12/3, 4

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

3.1.4 Waiver of Expulsion #11-12/1

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

3.1.5 PE Exemptions: WHS #10204606; THS #10201475, #10311168

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

3.2 Human Resources:

3.2.1 Discharge Classified Employee #UCL-156

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

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

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

3.2.3 Conference with Labor Negotiator

Agency Negotiator: Sheila Harrison

Assistant Superintendent of Educational Services & Human Resources

Employee Organization: CSEA, TEA

4. **Adjourn to Open Session** Pg. No.
5. **Call to Order and Pledge of Allegiance**
6. **Closed Session Issues:**
- 6a Finding of Fact #11-12/1
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
- 6b Report Out of Application for Reinstatement #11-12/18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36
Action: **Vote:** Yes __; No __; Absent __; Abstain __
- 6c Report Out of Application for Enrollment #11-12/3, 4
Action: **Vote:** Yes __; No __; Absent __; Abstain __
- 6d Report Out of Waiver of Expulsion #11-12/1
Action: **Vote:** Yes __; No __; Absent __; Abstain __
- 6e Report Out of PE Exemptions: WHS #10204606; THS #10201475, #10311168
Action: **Vote:** Yes __; No __; Absent __; Abstain __
- 6f Report Out of Action Taken on Discharge Classified Employee #UCL-156
Action: **Vote:** Yes __; No __; Absent __; Abstain __
7. **Approve Regular Minutes of August 23, 2011.** 1-4
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __.
8. **Student Representative Reports:** None.
9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
- 9.1 George Kelly School Site Update on Achievements & Activities
- 9.2 Boys & Girls Club Presentation by Kelly Wilson
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. You may obtain copies of the policy from Human Resources, and staff will assist you.

Pg. No

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

11.1 Educational Services:

- 11.1.1** Receive Report on Accountability Progress Report (APR) for 2010-11

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- 12. PUBLIC HEARING:** None.

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

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__

13.1 Administrative & Business Services:

- | | | |
|---------------|---|--------------|
| 13.1.1 | Approve Payroll Reports for March-June, 2011 | 6-33 |
| 13.1.2 | Approve Revolving Cash Fund Reports for March-May, 2011 | 34-37 |
| 13.1.3 | Approve Monthly Budget Adjustment Reports March-May, 2011 | 38-50 |
| 13.1.4 | Approve Accounts Payable Warrants Report for March-May, 2011(Separate Cover Item) | 51 |
| 13.1.5 | Approve Assembly Vendors and Site Assembly Utilization Calendars | 52-56 |
| 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 | 57-58 |
| 13.1.7 | Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 59-61 |
| 13.1.8 | Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 62-64 |
| 13.1.9 | Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 65-66 |

13.2 Educational Services:

- | | | |
|---------------|--|--------------|
| 13.2.1 | Ratify Overnight Travel for Tracy High Women's Varsity Water Polo Team's Attendance Silver State Shootout in Reno, NV on September 8-11, 2011 | 67 |
| 13.2.2 | Approve Overnight Travel for Tracy High School Varsity Girls' Basketball Team to Participate in the Fort Bragg High School Timberwolves Holiday Classic Basketball Tournament in Fort Bragg, California, on December 18-22, 2011 | 68 |
| 13.2.3 | Approve Agreement for Special Contract Services Between DataWORKS Educational Research and Central School for the 2011-2012 School Year | 69-73 |
| 13.2.4 | Ratify Agreement for School Counseling Services with San Joaquin County Office of Education for the 2011-2012 School Year | 74-75 |

		Pg. No.
13.2.5	Approve Overnight Travel for Maria Pozsar to Attend the IB Teacher Training Workshop French B, Sponsored by the International Baccalaureate Organization in Miami Beach, Florida on October 28-October 31, 2011	76
13.2.6	Ratify Master Contract and Individual Services Agreement with Stockton Education Center, NPS, for School Year 2011-2012	77-109
13.2.7	Ratify Agreement for Special Contract Services and Memorandum of understanding (MOU) for Dr. Willis of Empowering Parents to Provide Training for West High School Parents, Staff, and Students for the 2011-2012 School Year	110-115
13.2.8	Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant	116-145
13.2.9	Ratify Master Contract and Individual Services Agreement with Children's Home of Stockton, NPS, for School Year 2011-2012	146-179
13.3	Human Resources:	
13.3.1	Approve Classified, Certificated and/or Management Employment	180-182
13.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	183-184
13.3.3	Ratify Agreement for Special Contract Services for Assistant Volleyball Coach David Daily for 2011-2012 Season	185-187
14.	Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.	
14.1	Administrative & Business Services:	
14.1.1	Adopt Resolution No. 11-04 to Excuse Meeting Absence of Board Member	188-189
	Action: Motion___; Second___. Vote: Yes ___; No___; Absent___; Abstain ___.	
14.1.2	Adopt Resolution #11-05, Recertifying the Appropriation "Gann" Limits for the 2011/12 School Year for Tracy Joint Unified School District	190-194
	Action: Motion___; Second___. Vote: Yes ___; No___; Absent___; Abstain ___.	
14.1.3	Approve the Unaudited Statement of Receipts and Expenditures for the 2010-2011 Fiscal Year (Separate Cover Item)	195
	Action: Motion___; Second___. Vote: Yes ___; No___; Absent___; Abstain ___.	
14.1.4	Update and Approve Plans for the Tracy High School Stadium Project	196
	Action: Motion___; Second___. Vote: Yes ___; No___; Absent___; Abstain ___.	
14.1.5	Approve the First Amendment to the Public Agency Offsite Improvement Agreement for Kimball High School	197-200
	Action: Motion___; Second___. Vote: Yes ___; No___; Absent___; Abstain ___.	
14.2	Human Resources:	
14.2.1	Authorize Tracy Unified School District to Hire Thirteen AVID College Tutors for the 2011-12 School Year	201-227
	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 **September 27, 2011**
- 17.2 **October 11, 2011**
- 17.3 **October 25, 2011**
- 17.4 **November 8, 2011**
- 17.5 **December 13, 2011**

18. **Upcoming Events:**

- | | | |
|------|--|--|
| 18.1 | October 24, 2011 | No School, Parent Teacher Conferences |
| 18.2 | November 10-11, 2011 | No School, Veteran's Day Holiday |
| 18.3 | November 21-25, 2011 | No School, Thanksgiving Week Break |
| 18.4 | December 19, 2011 –
January 2, 2012 | No School, Winter Break |

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, August 23, 2011**

- 5:30 PM:** President Gouveia called the meeting to order and adjourned to closed session.
- Roll Call:** Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, G. Silva, B. Swenson, J. Vaughn (arrived late to closed session)
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry
- A moment of silence was held for Jefferson School District teacher, Carole Merrill, who passed away.
- 7:06 PM:** President Gouveia called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** **6a** Report Out on Expunge Expulsion Records – Student #10310950
Action: Denied to expunge. **Vote:** Yes-6; No-0; Absent-1(Vaughn)
6b Report Out of Action Taken on Consider Leave of Absence Request for Certificated Employee #UC-750, Pursuant to Article XX
Action: **Vote:** Yes-6; No-0; Absent-1(Vaughn)
- Employees Present:** C. Minter, J. Cardoza, P. Hall, E. Lobaugh, J. Anderson, Sarah DeCoite, Ashley Howell
- Press:** D. Rizzo
- Visitors Present:** S. Abercrombie, D. Sader, P. Pedersen, D. Buckley, S. McIntyre
- Minutes:** **Approve Regular Minutes of August 9, 2011.**
Action: Guzman, Vaughn. **Vote:** Yes-6; No-0; Absent-0 Abstain-1(Crandall)
- Student Rep Reports:** None.
- Recognition & Presentations:** Recognize Teachers, Megan Williams, Sarah DeCoite, and Ashley Howell, for Leading the School's in its Outstanding Community Service Efforts
- Dare Officer, Steve Abercrombie, recognized Freiler 5th grade teachers as DARE Educators of the Year. They have been involved and supported the DARE program since 2003. This year they went above and beyond by organizing fundraisers and community services projects related to DARE. They also donated food to Tracy Interfaith, clothing and various other donations. He presented each of the teachers with an award. Interim Principal, Eric Lobaugh, was presented with a plaque for the school.

Hearing of Delegations	None.	
Information & Discussion Items:	11.1	Administrative & Business Services: None.
Public Hearing:	None.	
Consent Items:	Action	As amended to corrected amount on Item C of 13.1.3. Vaughn, Crandall. Vote: Yes-7; No-0.
	13.1	Administrative & Business Services:
	13.1.1	Approve Assembly Vendors and Site Assembly Utilization Calendars
	13.1.2	Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
	13.1.3	Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
	13.2	Educational Services:
	13.2.1	Ratify Master Contract and Individual Service Agreement with North Valley School, Inc. for the 2011-2012 School Year
	13.2.2	Ratify Master Contract with Options in Education, NPS for the 2011-2012 School Year
	13.2.3	Ratify Master Contract and Individual Service Agreement with Tobinworld II, NPS for the 2011-2012 School Year
	13.2.4	Ratify Contract with Cheryl Markowitz of Psychology, Learning and You (PLAY) for Autism Consultation
	13.2.5	Ratify Contract with Julie Driscoll, MA OTR/L for Occupational Therapy Services for the 2011-2012 School Year
	13.2.6	Ratify Contract with Therapeutic Pathways, Inc. for Consultation Services for the 2011-2012 School Year
	13.2.7	Approve Agreement for Special Contract Services for the Boys & Girls Clubs of Tracy for the 2011-12 School Year at North School
	13.2.8	Ratify Agreement for Special Contract Services with Valley Community Counseling Services
	13.3	Human Resources:
	13.3.1	Approve Classified, Certificated and/or Management Employment
	13.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment
Action Items:	14.1	Administrative & Business Services:
	14.1.1	Authorize Hiring One-Eight-Hour Twelve Month Irrigation Specialist/Bus Driver/Custodian and One Eight-Hour Twelve Month Mechanic to Accommodate Anticipated Special Education Curb-to-Curb Transportation Demands
	Action:	Crandall, Guzman. Vote: Yes-7; No-0.
	14.2	Educational Services:
	14.2.1	Adopt Resolution No. 11-03 Approving the Application Authorizing

the District to Enter into a Yearly Contract with the State for a Child Development Program for 2011-2012 and to Authorize Designated Personnel to Sign Contract Documents

Action: Guzman, Silva. **Vote:** Yes-7; No-0.

14.2.2 Approve the Memorandum of Understanding (MOU) with San Joaquin County Office of Education Comprehensive Health Programs to Receive the Prevention and Early Intervention (PEI) Grant for the 2011-2012 School Year

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

14.2.3 Acknowledge Revisions to Administrative Regulation 1312.4 Williams Uniform Complaint Procedures, Second Reading

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

14.2.4 Approve Agreement for Special Contract Services and Memorandum of Understanding (MOU) with San Joaquin County Office of Education, Multilingual Education and North School for the 2011-2012 School Year

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

14.2.5 Approve Revision to North School's Preliminary School Plan and Budget to Hire a Clerk Typist II, Bilingual Spanish Preferred, for the 2011-2012 School Year

Action: Silva, Guzman. **Vote:** Yes-7; No-0.

14.2.6 Acknowledge Administrative Regulation and Approve Board Policy 1312.3 Uniform Complaint Procedures – Second Reading

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

Board Reports:

Trustee Crandall apologized for missing the first meeting. He had knee surgery that day. It was a bad summer as both of his parents passed away. It was hard to come back to work. He thanked everyone for their support. His son is a Sophomore at Fresno State, his daughter is a Freshman at Los Positos and his other daughter is a Senior at West High. He congratulated one of our board members and friend, James Vaughn, who is no longer a special ed teacher but is now an assistant principal at East Bay Arts in San Lorenzo. Trustee Costa passed. Trustee Vaughn apologized to Ted for missing a facilities meeting last week. He did review the email and Ted made an excellent decision. Ted is awesome at making fair decisions. With this new position he will have to be better at keeping his calendar. On Sunday he saw former principal, Charles Hill. He spoke at his church and explained what we do as board members and explained the new facilities projects. Everyone was very grateful for the new facilities. On his first day as vice principal he felt grateful for the great team he is a part of. The teachers and the principal were understanding, and all of the kids were great. He is happy to serve on the board with so many great administrators who have taught him so much and helped him prepare for this position. Trustee Guzman attended the facility use meeting last week and they knew Trustee Vaughn was busy. It was a good, productive meeting. He tips his hat to the facilities group and all the hard work they have done. They do a great job and keep everything in line and it is appreciated. The scores are coming out and it is a nice report. Trustee Swenson is glad that he didn't have to deal with iphones and pictures when he was an administrator. There are rumors that Kimball's artificial turf is uneven and has dips and you can see the waves in the turf. He hopes that the district stays on top

of this issue. Also, the baseball field looks like it is two feet lower than home plate. At Tracy High, with the new location of the football stadium, it pushes into the baseball field so they are looking for a new baseball site. Most board members have read Sam Matthews' articles regarding Building A at Tracy High and the West Side Pioneers Historic Landmark Committee sent letter. He would like to suggest that the superintendent form a 3 person board committee to review this. Trustee Silva attended the city school liaison meeting. This was the first time he attended and was impressed that there are these discussions going on between the district and city. It may not be evident, but we are working together to solve mutual problems such as parking, school zones, etc. West High Athletic Boosters are having a golf tournament. If you would like to go, please see him and there is also information on the West High website. Trustee Gouveia attended a diversity meeting on August 15th and discussed criteria on employees who accept diversity. He also attended the City/School Liaison meeting where they discussed technology and the anti-bullying month events which will be held in October. There was an SRO update and the aquatic programs were also discussed. This Wednesday and Thursday will be back-to-school night at Southwest Park. The Southside community organization and children at risk will be presenting a program who have obesity or who suffer from diabetes.

**Superintendent
Report:**

Dr. Franco thanked the entire staff of Tracy Unified including bus drivers, cafeteria workers, librarians, paras, certificated administration for getting this school year off to a smooth start. Cabinet visited all schools within the first two days. Students were in class and teachers were preparing for the upcoming year. The campuses looked good and the yards were mowed. A big thank you to everyone. API scores are coming out tomorrow and there will be some good news there. Football season starts this Friday with the first game for West High v. Lincoln. Last Saturday, the Lions Club cooked a pancake breakfast at Kimball High. There are several back to school nights happening this week. Some schools have already had theirs. Kelly tried something different this year by having it on the Friday before school started which was a great idea. Monday is the Welcome Back celebration at West High gym at 2:00 p.m. with refreshments being served at 1:30 p.m.

7:39 p.m.

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services & Human Resources
DATE: September 1, 2011
SUBJECT: Receive Report on the Accountability Progress Report (APR) for 2010-11.

BACKGROUND: On August 31st, 2011, the California Department of Education released the Accountability Progress Report (APR) for 2010-11. The APR includes the state accountability system, Academic Performance Index (API), and the federal accountability measure of Adequate Yearly Progress (AYP).

RATIONALE: The report includes information on District and individual school site scores on the API and AYP from testing that occurred during the 2010-11 school year. An update on the Program Improvement status of the District and school sites will be included. The report will also include information on the Title III Accountability for English Learners (AMAOs – Annual Measureable Achievement Objectives). The report outlines a number of District initiatives in place to improve student achievement K-12, with an emphasis on targeting our at-risk student groups and meets the annual reporting requirement for ESEA Title I. This supports Strategic Goal #1: Prepare all students for college and careers and Strategic Goal #2: Ensure that all student meet or exceed grade level standards and that the achievement gap between identified student subgroups is closed.

FUNDING: No funds are involved.

RECOMMENDATION: Receive Report on the Accountability Progress Report (APR) for 2010-11

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 29, 2011
SUBJECT: Approve Payroll Reports (March-June, 2011)

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

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

FUNDING: N/A

RECOMMENDATION: Approve Payroll Report

Prepared by: Reed Call, Director of Financial Services

DATE: 03/10/11

FUND 01 GROSS PAYROLL	\$ 486,311.15
BENEFITS	\$ 51,947.52
TOTAL	\$ 538,258.67
 FUND 11 GROSS PAYROLL - ADULT EDUCATION	 \$ 30,396.88
BENEFITS	\$ 4,973.30
TOTAL	\$ 35,370.18
 FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	 \$ 4,485.79
BENEFITS	\$ 323.83
TOTAL	\$ 4,809.62
 FUND 13 GROSS PAYROLL - CAFETERIA FUND	 \$ 16,758.91
BENEFITS	\$ 1,527.91
TOTAL	\$ 18,286.82
 DISTRICT TOTAL	 \$ 596,725.29

Report: R0010A

Gross Wage & Fringe Summary by Object for FEBRUARY SUPPL. 3/10/2011

Fiscal Year 2010/2011

3411	HEALTH & WELFARE ON 1000 SALS	0.00	1,194.52	1,194.52
3412	HEALTH & WELFARE ON 2000 SALS	0.00	69.48	69.48
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	176.49	176.49
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	42.39	42.39
3601	WORKER'S COMP INS ON 1000 SAL	0.00	407.05	407.05
3602	WORKER'S COMP INS ON 2000 SAL	0.00	97.80	97.80

11 Fund Total:		30,396.88	4,973.30	35,370.18
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Fund: 12 CHILD DEVELOPMENT FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	504.00	0.00	504.00
1105	TEACHERS' SALARIES SUBS	324.81	0.00	324.81
1340	CERT. ADMINISTRATOR SALARIES	2,195.23	0.00	2,195.23
2100	INSTRUCTIONAL AIDES' SALARIES	415.92	0.00	415.92
2101	INSTR AIDES SALARIES EXTRA	326.42	0.00	326.42
2105	INSTR AIDES SALARIES SUBS	81.32	0.00	81.32
2900	OTHER CLASSIFIED SALARIES	638.09	0.00	638.09
3101	STRS ON 1000 SALARIES	0.00	68.38	68.38
3202	PERS ON 2000 SALARIES	0.00	46.40	46.40
3312	OASDI ON 2000 SALARIES	0.00	26.87	26.87
3321	FICA-MED ON 1000 SALARIES	0.00	12.02	12.02
3322	FICA-MED ON 2000 SALARIES	0.00	21.18	21.18
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	42.17	42.17
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	21.78	21.78
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	10.54	10.54
3601	WORKER'S COMP INS ON 1000 SAL	0.00	50.22	50.22
3602	WORKER'S COMP INS ON 2000 SAL	0.00	24.27	24.27

12 Fund Total:		4,485.79	323.83	4,809.62
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Fund: 13 CAFETERIA FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2200	CLASSIFIED SUPPORT SALARIES	7,945.43	0.00	7,945.43
2205	CLASS SUPPORT SALARIES SUBS	8,513.58	0.00	8,513.58
2206	CLASS SUPPORT SALARY OVERTIME	299.90	0.00	299.90
3202	PERS ON 2000 SALARIES	0.00	225.02	225.02
3312	OASDI ON 2000 SALARIES	0.00	186.72	186.72
3322	FICA-MED ON 2000 SALARIES	0.00	242.99	242.99
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	474.20	474.20
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	120.66	120.66
3602	WORKER'S COMP INS ON 2000 SAL	0.00	278.32	278.32

13 Fund Total:		16,758.91	1,527.91	18,286.82
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District Total:		537,952.73	58,772.56	596,725.29
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Report: R0010A

Gross Wage & Fringe Summary by Object for FEBRUARY SUPPL. 3/10/2011

Fiscal Year 2010/2011

Fund: 01	GEN FUND/CO SCHOOL SERV FUND				
	Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
	1100	TEACHERS' SALARIES	60,285.30	0.00	60,285.30
	1105	TEACHERS' SALARIES SUBS	174,755.12	0.00	174,755.12
	1107	TEACHERS' SALARIES HOURLY	1,685.25	0.00	1,685.25
	1120	HOME INSTRUCTION SALARIES	3,354.75	0.00	3,354.75
	1201	CERT PUPIL SUPPORT SALRY EXTRA	2,948.10	0.00	2,948.10
	1330	ASSISTANT SUPERINTENDENTS SAL	2,005.82	0.00	2,005.82
	1341	CERT. ADMINISTRATOR SAL EXTRA	2,686.43	0.00	2,686.43
	1900	OTHER CERTIFICATED SALARIES	37,470.48	0.00	37,470.48
	2100	INSTRUCTIONAL AIDES' SALARIES	72,349.29	0.00	72,349.29
	2101	INSTR AIDES SALARIES EXTRA	455.49	0.00	455.49
	2105	INSTR AIDES SALARIES SUBS	10,397.40	0.00	10,397.40
	2106	INSTR AIDES SALARIES OVERTIME	177.98	0.00	177.98
	2200	CLASSIFIED SUPPORT SALARIES	15,851.23	0.00	15,851.23
	2205	CLASS SUPPORT SALARIES SUBS	12,731.96	0.00	12,731.96
	2206	CLASS SUPPORT SALARY OVERTIME	68,956.36	0.00	68,956.36
	2301	CLASS SUPV&ADMIN EXTRA/STIPEND	3,402.96	0.00	3,402.96
	2400	CLERICAL & OFFICE SALARIES	4,200.06	0.00	4,200.06
	2405	CLERICAL AND OFFICE SAL SUBS	5,076.83	0.00	5,076.83
	2406	CLERICAL AND OFFICE SAL OT	508.86	0.00	508.86
	2407	CLERICAL AND OFFICE SAL HOURLY	1,716.12	0.00	1,716.12
	2900	OTHER CLASSIFIED SALARIES	3,101.07	0.00	3,101.07
	2905	OTHER CLASSIFIED SALARY SUBS	2,194.29	0.00	2,194.29
	3101	STRS ON 1000 SALARIES	0.00	20,202.94	20,202.94
	3102	STRS ON 2000 SALARIES	0.00	502.02	502.02
	3201	PERS ON 1000 SALARIES	0.00	221.65	221.65
	3202	PERS ON 2000 SALARIES	0.00	2,549.74	2,549.74
	3311	OASDI ON 1000 SALARIES	0.00	282.31	282.31
	3312	OASDI ON 2000 SALARIES	0.00	6,092.87	6,092.87
	3321	FICA-MED ON 1000 SALARIES	0.00	3,911.21	3,911.21
	3322	FICA-MED ON 2000 SALARIES	0.00	2,916.18	2,916.18
	3331	ALTER. RETIREMENT ON 1000 SAL	0.00	299.28	299.28
	3332	ALTER. RETIREMENT ON 2000 SAL	0.00	3,391.48	3,391.48
	3501	STATE UNEMPLOY ON 1000 SALARY	0.00	2,053.19	2,053.19
	3502	STATE UNEMPLOY ON 2000 SALARY	0.00	1,448.12	1,448.12
	3601	WORKER'S COMP INS ON 1000 SAL	0.00	4,736.34	4,736.34
	3602	WORKER'S COMP INS ON 2000 SAL	0.00	3,340.19	3,340.19
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01 Fund Total:			486,311.15	51,947.52	538,258.67

Fund: 11	ADULT EDUCATION FUND				
	Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
	1100	TEACHERS' SALARIES	20,353.89	0.00	20,353.89
	1105	TEACHERS' SALARIES SUBS	40.40	0.00	40.40
	1200	CERT PUPIL SUPPORT SALARIES	4,114.16	0.00	4,114.16
	2100	INSTRUCTIONAL AIDES' SALARIES	5,888.43	0.00	5,888.43
	3101	STRS ON 1000 SALARIES	0.00	1,626.09	1,626.09
	3202	PERS ON 2000 SALARIES	0.00	625.86	625.86
	3312	OASDI ON 2000 SALARIES	0.00	365.09	365.09
	3321	FICA-MED ON 1000 SALARIES	0.00	283.15	283.15
	3322	FICA-MED ON 2000 SALARIES	0.00	85.38	85.38

DATE: 03/31/11

FUND 01 GROSS PAYROLL	\$ 5,861,288.10
BENEFITS	\$ 1,745,703.93
TOTAL	\$ 7,606,992.03

FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$ 14,176.50
BENEFITS	\$ 6,319.70
TOTAL	\$ 20,496.20

FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$ 7,242.13
BENEFITS	\$ 2,454.15
TOTAL	\$ 9,696.28

FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$ 107,482.42
BENEFITS	\$ 33,003.02
TOTAL	\$ 140,485.44

DISTRICT TOTAL	\$ 7,777,669.95
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Gross Wage & Fringe Summary by Object for MARCH REGULAR 3/31/2011

Fiscal Year 2010/2011

Fund: 01	GEN FUND/CO SCHOOL SERV FUND	Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
		1100	TEACHERS' SALARIES	3,955,651.55	0.00	3,955,651.55
		1120	HOME INSTRUCTION SALARIES	7,205.83	0.00	7,205.83
		1200	CERT PUPIL SUPPORT SALARIES	221,001.29	0.00	221,001.29
		1300	CERT SUPRVSRs' & ADMINS' SAL	30,011.35	0.00	30,011.35
		1310	CERT. SUPERVISOR SALARIES	9,870.35	0.00	9,870.35
		1320	SUPERINTENDENTS SALARIES	16,018.68	0.00	16,018.68
		1330	ASSISTANT SUPERINTENDENTS SAL	11,072.67	0.00	11,072.67
		1340	CERT. ADMINISTRATOR SALARIES	301,604.56	0.00	301,604.56
		1900	OTHER CERTIFICATED SALARIES	40,075.76	0.00	40,075.76
		2100	INSTRUCTIONAL AIDES' SALARIES	279,189.23	0.00	279,189.23
		2200	CLASSIFIED SUPPORT SALARIES	506,750.33	0.00	506,750.33
		2300	CLASS SUPRVSRs' & ADMINS' SAL	5,284.26	0.00	5,284.26
		2310	CLASS SUPERVISORS SALARIES	26,905.99	0.00	26,905.99
		2320	CLASS. ADMINISTRATOR SALARIES	82,080.13	0.00	82,080.13
		2400	CLERICAL & OFFICE SALARIES	207,150.28	0.00	207,150.28
		2407	CLERICAL AND OFFICE SAL HOURLY	127,650.35	0.00	127,650.35
		2900	OTHER CLASSIFIED SALARIES	33,765.49	0.00	33,765.49
		3101	STRS ON 1000 SALARIES	0.00	390,186.00	390,186.00
		3201	PERS ON 1000 SALARIES	0.00	8,975.08	8,975.08
		3202	PERS ON 2000 SALARIES	0.00	133,131.45	133,131.45
		3311	OASDI ON 1000 SALARIES	0.00	4,445.57	4,445.57
		3312	OASDI ON 2000 SALARIES	0.00	68,239.51	68,239.51
		3321	FICA-MED ON 1000 SALARIES	0.00	55,746.57	55,746.57
		3322	FICA-MED ON 2000 SALARIES	0.00	16,720.63	16,720.63
		3332	ALTER. RETIREMENT ON 2000 SAL	0.00	2,255.12	2,255.12
		3411	HEALTH & WELFARE ON 1000 SALS	0.00	524,265.05	524,265.05
		3412	HEALTH & WELFARE ON 2000 SALS	0.00	219,565.59	219,565.59
		3501	STATE UNEMPLOY ON 1000 SALARY	0.00	33,065.69	33,065.69
		3502	STATE UNEMPLOY ON 2000 SALARY	0.00	9,135.35	9,135.35
		3601	WORKER'S COMP INS ON 1000 SAL	0.00	76,272.74	76,272.74
		3602	WORKER'S COMP INS ON 2000 SAL	0.00	21,071.92	21,071.92
		3711	H & W CURRENT RETIREES ON 1000	0.00	111,436.57	111,436.57
		3712	H & W CURRENT RETIREES ON 2000	0.00	71,191.09	71,191.09
01 Fund Total:				5,861,288.10	1,745,703.93	7,606,992.03
Fund: 11	ADULT EDUCATION FUND	Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
		2400	CLERICAL & OFFICE SALARIES	14,176.50	0.00	14,176.50
		3202	PERS ON 2000 SALARIES	0.00	1,517.87	1,517.87
		3312	OASDI ON 2000 SALARIES	0.00	825.71	825.71
		3322	FICA-MED ON 2000 SALARIES	0.00	193.11	193.11
		3412	HEALTH & WELFARE ON 2000 SALS	0.00	3,445.48	3,445.48
		3502	STATE UNEMPLOY ON 2000 SALARY	0.00	102.07	102.07
		3602	WORKER'S COMP INS ON 2000 SAL	0.00	235.46	235.46
11 Fund Total:				14,176.50	6,319.70	20,496.20
Fund: 12	CHILD DEVELOPMENT FUND	Object	Description	Wage Total	Fringe Total	Wage & Fringe Total

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Gross Wage & Fringe Summary by Object for MARCH REGULAR 3/31/2011

Fiscal Year 2010/2011

1100	TEACHERS' SALARIES	1,586.65	0.00	1,586.65
2100	INSTRUCTIONAL AIDES' SALARIES	3,195.12	0.00	3,195.12
2400	CLERICAL & OFFICE SALARIES	2,460.36	0.00	2,460.36
3101	STRS ON 1000 SALARIES	0.00	142.80	142.80
3202	PERS ON 2000 SALARIES	0.00	460.75	460.75
3312	OASDI ON 2000 SALARIES	0.00	200.75	200.75
3321	FICA-MED ON 1000 SALARIES	0.00	11.69	11.69
3322	FICA-MED ON 2000 SALARIES	0.00	69.80	69.80
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	64.60	64.60
3411	HEALTH & WELFARE ON 1000 SALS	0.00	645.88	645.88
3412	HEALTH & WELFARE ON 2000 SALS	0.00	685.46	685.46
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	11.42	11.42
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	40.72	40.72
3601	WORKER'S COMP INS ON 1000 SAL	0.00	26.35	26.35
3602	WORKER'S COMP INS ON 2000 SAL	0.00	93.93	93.93
12 Fund Total:		7,242.13	2,454.15	9,696.28

Fund: 13 CAFETERIA FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2200	CLASSIFIED SUPPORT SALARIES	92,772.87	0.00	92,772.87
2320	CLASS. ADMINISTRATOR SALARIES	1,150.27	0.00	1,150.27
2400	CLERICAL & OFFICE SALARIES	13,559.28	0.00	13,559.28
3202	PERS ON 2000 SALARIES	0.00	9,272.96	9,272.96
3312	OASDI ON 2000 SALARIES	0.00	4,507.54	4,507.54
3322	FICA-MED ON 2000 SALARIES	0.00	1,445.50	1,445.50
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	1,106.60	1,106.60
3412	HEALTH & WELFARE ON 2000 SALS	0.00	14,111.53	14,111.53
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	773.82	773.82
3602	WORKER'S COMP INS ON 2000 SAL	0.00	1,785.07	1,785.07
13 Fund Total:		107,482.42	33,003.02	140,485.44

District Total:

5,990,189.15	1,787,480.80	7,777,669.95
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DATE: 04/08/11

FUND 01 GROSS PAYROLL	\$	394,244.88
BENEFITS	\$	43,051.22
TOTAL	\$	437,296.10
FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$	29,155.99
BENEFITS	\$	4,746.67
TOTAL	\$	33,902.66
FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$	4,278.36
BENEFITS	\$	301.86
TOTAL	\$	4,580.22
FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$	19,558.55
BENEFITS	\$	1,695.84
TOTAL	\$	21,254.39
DISTRICT TOTAL	\$	497,033.37

Report: R0010A

Gross Wage & Fringe Summary by Object for MARCH SUPPLEMENTAL 4/08/2011 Fiscal Year 2010/2011

und: 01	GEN FUND/CO SCHOOL SERV FUND				
	Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
	1100	TEACHERS' SALARIES	55,283.54	0.00	55,283.54
	1105	TEACHERS' SALARIES SUBS	194,868.61	0.00	194,868.61
	1107	TEACHERS' SALARIES HOURLY	1,764.00	0.00	1,764.00
	1120	HOME INSTRUCTION SALARIES	2,803.50	0.00	2,803.50
	1201	CERT PUPIL SUPPORT SALRY EXTRA	2,778.52	0.00	2,778.52
	1330	ASSISTANT SUPERINTENDENTS SAL	4,175.37	0.00	4,175.37
	1900	OTHER CERTIFICATED SALARIES	520.00	0.00	520.00
	2100	INSTRUCTIONAL AIDES' SALARIES	19,468.51	0.00	19,468.51
	2101	INSTR AIDES SALARIES EXTRA	185.40	0.00	185.40
	2105	INSTR AIDES SALARIES SUBS	7,735.80	0.00	7,735.80
	2106	INSTR AIDES SALARIES OVERTIME	1,521.22	0.00	1,521.22
	2200	CLASSIFIED SUPPORT SALARIES	12,447.37	0.00	12,447.37
	2205	CLASS SUPPORT SALARIES SUBS	19,572.07	0.00	19,572.07
	2206	CLASS SUPPORT SALARY OVERTIME	45,934.71	0.00	45,934.71
	2301	CLASS SUPV&ADMIN EXTRA/STIPEND	28.56	0.00	28.56
	2400	CLERICAL & OFFICE SALARIES	5,550.12	0.00	5,550.12
	2401	CLERICAL AND OFFICE SAL EXTRA	1,310.60	0.00	1,310.60
	2405	CLERICAL AND OFFICE SAL SUBS	3,692.86	0.00	3,692.86
	2406	CLERICAL AND OFFICE SAL OT	419.51	0.00	419.51
	2407	CLERICAL AND OFFICE SAL HOURLY	5,949.89	0.00	5,949.89
	2900	OTHER CLASSIFIED SALARIES	4,869.97	0.00	4,869.97
	2901	OTHER CLASSIFIED SALARY EXTRA	300.00	0.00	300.00
	2905	OTHER CLASSIFIED SALARY SUBS	2,634.75	0.00	2,634.75
	2907	OTHER CLASSIFIED SALARY HOURLY	430.00	0.00	430.00
	3101	STRS ON 1000 SALARIES	0.00	17,981.68	17,981.68
	3201	PERS ON 1000 SALARIES	0.00	199.49	199.49
	3202	PERS ON 2000 SALARIES	0.00	2,657.68	2,657.68
	3311	OASDI ON 1000 SALARIES	0.00	224.29	224.29
	3312	OASDI ON 2000 SALARIES	0.00	4,645.41	4,645.41
	3321	FICA-MED ON 1000 SALARIES	0.00	3,681.72	3,681.72
	3322	FICA-MED ON 2000 SALARIES	0.00	1,914.69	1,914.69
	3331	ALTER. RETIREMENT ON 1000 SAL	0.00	393.87	393.87
	3332	ALTER. RETIREMENT ON 2000 SAL	0.00	1,966.41	1,966.41
	3501	STATE UNEMPLOY ON 1000 SALARY	0.00	1,887.57	1,887.57
	3502	STATE UNEMPLOY ON 2000 SALARY	0.00	950.86	950.86
	3601	WORKER'S COMP INS ON 1000 SAL	0.00	4,354.46	4,354.46
	3602	WORKER'S COMP INS ON 2000 SAL	0.00	2,193.09	2,193.09
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			394,244.88	43,051.22	437,296.10
01 Fund Total:					

Fund: 11	ADULT EDUCATION FUND				
	Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
	1100	TEACHERS' SALARIES	19,105.99	0.00	19,105.99
	1200	CERT PUPIL SUPPORT SALARIES	3,787.33	0.00	3,787.33
	2100	INSTRUCTIONAL AIDES' SALARIES	5,204.34	0.00	5,204.34
	2406	CLERICAL AND OFFICE SAL OT	1,058.33	0.00	1,058.33
	3101	STRS ON 1000 SALARIES	0.00	1,504.70	1,504.70
	3202	PERS ON 2000 SALARIES	0.00	552.64	552.64
	3312	OASDI ON 2000 SALARIES	0.00	388.29	388.29
	3321	FICA-MED ON 1000 SALARIES	0.00	260.12	260.12

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Gross Wage & Fringe Summary by Object for MARCH SUPPLEMENTAL 4/08/2011 Fiscal Year 2010/2011

3322	FICA-MED ON 2000 SALARIES	0.00	90.81	90.81
3411	HEALTH & WELFARE ON 1000 SALS	0.00	1,194.52	1,194.52
3412	HEALTH & WELFARE ON 2000 SALS	0.00	61.42	61.42
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	164.86	164.86
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	45.09	45.09
3601	WORKER'S COMP INS ON 1000 SAL	0.00	380.21	380.21
3602	WORKER'S COMP INS ON 2000 SAL	0.00	104.01	104.01

1 Fund Total:		29,155.99	4,746.67	33,902.66
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Fund: 12 CHILD DEVELOPMENT FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	441.00	0.00	441.00
1105	TEACHERS' SALARIES SUBS	128.00	0.00	128.00
1340	CERT. ADMINISTRATOR SALARIES	1,978.80	0.00	1,978.80
2100	INSTRUCTIONAL AIDES' SALARIES	444.17	0.00	444.17
2101	INSTR AIDES SALARIES EXTRA	283.68	0.00	283.68
2105	INSTR AIDES SALARIES SUBS	268.97	0.00	268.97
2900	OTHER CLASSIFIED SALARIES	733.74	0.00	733.74
3101	STRS ON 1000 SALARIES	0.00	36.38	36.38
3202	PERS ON 2000 SALARIES	0.00	54.84	54.84
3312	OASDI ON 2000 SALARIES	0.00	36.81	36.81
3321	FICA-MED ON 1000 SALARIES	0.00	8.25	8.25
3322	FICA-MED ON 2000 SALARIES	0.00	25.14	25.14
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	38.66	38.66
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	18.35	18.35
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	12.42	12.42
3601	WORKER'S COMP INS ON 1000 SAL	0.00	42.31	42.31
3602	WORKER'S COMP INS ON 2000 SAL	0.00	28.70	28.70

2 Fund Total:		4,278.36	301.86	4,580.22
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Fund: 13 CAFETERIA FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2200	CLASSIFIED SUPPORT SALARIES	9,442.27	0.00	9,442.27
2205	CLASS SUPPORT SALARIES SUBS	9,541.07	0.00	9,541.07
2206	CLASS SUPPORT SALARY OVERTIME	575.21	0.00	575.21
3202	PERS ON 2000 SALARIES	0.00	234.57	234.57
3312	OASDI ON 2000 SALARIES	0.00	171.50	171.50
3322	FICA-MED ON 2000 SALARIES	0.00	283.57	283.57
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	540.55	540.55
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	140.84	140.84
3602	WORKER'S COMP INS ON 2000 SAL	0.00	324.81	324.81

3 Fund Total:		19,558.55	1,695.84	21,254.39
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District Total:		447,237.78	49,795.59	497,033.37
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DATE: 04/29/11

FUND 01 GROSS PAYROLL	\$ 5,855,993.82
BENEFITS	\$ 1,739,259.23
TOTAL	\$ 7,595,253.05

FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$ 14,678.34
BENEFITS	\$ 6,429.69
TOTAL	\$ 21,108.03

FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$ 7,242.13
BENEFITS	\$ 2,454.15
TOTAL	\$ 9,696.28

FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$ 109,228.90
BENEFITS	\$ 33,236.04
TOTAL	\$ 142,464.94

DISTRICT TOTAL	\$ 7,768,522.30
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Run Date: 04/25/2011 12:59:33

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Gross Wage & Fringe Summary by Object for APRIL REGULAR 4/29/2011

Fiscal Year 2010/2011

Fund: 01	GEN FUND/CO SCHOOL SERV FUND	Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
		1100	TEACHERS' SALARIES	3,948,603.54	0.00	3,948,603.54
		1120	HOME INSTRUCTION SALARIES	7,205.83	0.00	7,205.83
		1200	CERT PUPIL SUPPORT SALARIES	221,001.29	0.00	221,001.29
		1300	CERT SUPRVRS' & ADMINS' SAL	30,011.35	0.00	30,011.35
		1310	CERT. SUPERVISOR SALARIES	9,870.35	0.00	9,870.35
		1320	SUPERINTENDENTS SALARIES	16,018.68	0.00	16,018.68
		1330	ASSISTANT SUPERINTENDENTS SAL	11,072.67	0.00	11,072.67
		1340	CERT. ADMINISTRATOR SALARIES	301,604.56	0.00	301,604.56
		1900	OTHER CERTIFICATED SALARIES	40,344.03	0.00	40,344.03
		2100	INSTRUCTIONAL AIDES' SALARIES	277,868.15	0.00	277,868.15
		2200	CLASSIFIED SUPPORT SALARIES	508,082.10	0.00	508,082.10
		2300	CLASS SUPRVRS' & ADMINS' SAL	5,444.26	0.00	5,444.26
		2310	CLASS SUPERVISORS SALARIES	26,905.99	0.00	26,905.99
		2320	CLASS. ADMINISTRATOR SALARIES	82,080.13	0.00	82,080.13
		2400	CLERICAL & OFFICE SALARIES	208,496.49	0.00	208,496.49
		2407	CLERICAL AND OFFICE SAL HOURLY	127,650.35	0.00	127,650.35
		2900	OTHER CLASSIFIED SALARIES	33,734.05	0.00	33,734.05
		3101	STRS ON 1000 SALARIES	0.00	389,306.63	389,306.63
		3201	PERS ON 1000 SALARIES	0.00	8,975.08	8,975.08
		3202	PERS ON 2000 SALARIES	0.00	132,898.77	132,898.77
		3311	OASDI ON 1000 SALARIES	0.00	4,445.57	4,445.57
		3312	OASDI ON 2000 SALARIES	0.00	68,321.83	68,321.83
		3321	FICA-MED ON 1000 SALARIES	0.00	55,648.28	55,648.28
		3322	FICA-MED ON 2000 SALARIES	0.00	16,741.77	16,741.77
		3332	ALTER. RETIREMENT ON 2000 SAL	0.00	2,519.97	2,519.97
		3411	HEALTH & WELFARE ON 1000 SALS	0.00	524,265.05	524,265.05
		3412	HEALTH & WELFARE ON 2000 SALS	0.00	219,807.54	219,807.54
		3501	STATE UNEMPLOY ON 1000 SALARY	0.00	33,016.87	33,016.87
		3502	STATE UNEMPLOY ON 2000 SALARY	0.00	9,146.06	9,146.06
		3601	WORKER'S COMP INS ON 1000 SAL	0.00	76,160.08	76,160.08
		3602	WORKER'S COMP INS ON 2000 SAL	0.00	21,096.61	21,096.61
		3711	H & W CURRENT RETIREES ON 1000	0.00	109,320.63	109,320.63
		3712	H & W CURRENT RETIREES ON 2000	0.00	67,588.49	67,588.49
01 Fund Total:				5,855,993.82	1,739,259.23	7,595,253.05
Fund: 11	ADULT EDUCATION FUND	Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
		2400	CLERICAL & OFFICE SALARIES	14,678.34	0.00	14,678.34
		3202	PERS ON 2000 SALARIES	0.00	1,571.60	1,571.60
		3312	OASDI ON 2000 SALARIES	0.00	856.83	856.83
		3322	FICA-MED ON 2000 SALARIES	0.00	200.39	200.39
		3412	HEALTH & WELFARE ON 2000 SALS	0.00	3,451.40	3,451.40
		3502	STATE UNEMPLOY ON 2000 SALARY	0.00	105.68	105.68
		3602	WORKER'S COMP INS ON 2000 SAL	0.00	243.79	243.79
11 Fund Total:				14,678.34	6,429.69	21,108.03
Fund: 12	CHILD DEVELOPMENT FUND	Object	Description	Wage Total	Fringe Total	Wage & Fringe Total

Run Date: 04/25/2011 12:59:33

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Gross Wage & Fringe Summary by Object for APRIL REGULAR 4/29/2011

Fiscal Year 2010/2011

1100	TEACHERS' SALARIES	1,586.65	0.00	1,586.65
2100	INSTRUCTIONAL AIDES' SALARIES	3,195.12	0.00	3,195.12
2400	CLERICAL & OFFICE SALARIES	2,460.36	0.00	2,460.36
3101	STRS ON 1000 SALARIES	0.00	142.80	142.80
3202	PERS ON 2000 SALARIES	0.00	460.75	460.75
3312	OASDI ON 2000 SALARIES	0.00	200.75	200.75
3321	FICA-MED ON 1000 SALARIES	0.00	11.69	11.69
3322	FICA-MED ON 2000 SALARIES	0.00	69.80	69.80
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	64.60	64.60
3411	HEALTH & WELFARE ON 1000 SALS	0.00	645.88	645.88
3412	HEALTH & WELFARE ON 2000 SALS	0.00	685.46	685.46
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	11.42	11.42
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	40.72	40.72
3601	WORKER'S COMP INS ON 1000 SAL	0.00	26.35	26.35
3602	WORKER'S COMP INS ON 2000 SAL	0.00	93.93	93.93

12 Fund Total:

7,242.13

2,454.15

9,696.28

Fund: 13 CAFETERIA FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2200	CLASSIFIED SUPPORT SALARIES	94,519.35	0.00	94,519.35
2320	CLASS. ADMINISTRATOR SALARIES	1,150.27	0.00	1,150.27
2400	CLERICAL & OFFICE SALARIES	13,559.28	0.00	13,559.28
3202	PERS ON 2000 SALARIES	0.00	9,312.90	9,312.90
3312	OASDI ON 2000 SALARIES	0.00	4,610.58	4,610.58
3322	FICA-MED ON 2000 SALARIES	0.00	1,470.86	1,470.86
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	1,110.13	1,110.13
3412	HEALTH & WELFARE ON 2000 SALS	0.00	14,131.11	14,131.11
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	786.39	786.39
3602	WORKER'S COMP INS ON 2000 SAL	0.00	1,814.07	1,814.07

13 Fund Total:

109,228.90

33,236.04

142,464.94

District Total:

5,987,143.19

1,781,379.11

7,768,522.30

DATE: 05/10/11

FUND 01 GROSS PAYROLL	\$	456,066.88
BENEFITS	\$	49,151.55
TOTAL	\$	505,218.43
FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$	34,430.22
BENEFITS	\$	5,455.31
TOTAL	\$	39,885.53
FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$	4,258.33
BENEFITS	\$	287.95
TOTAL	\$	4,546.28
FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$	23,082.13
BENEFITS	\$	1,942.32
TOTAL	\$	25,024.45
DISTRICT TOTAL	\$	574,674.69

Report: R0010A

Gross Wage & Fringe Summary by Object for APRIL SUPPLEMENTAL 5/10/2011 Fiscal Year 2010/2011

Fund: 01	GEN FUND/CO SCHOOL SERV FUND	Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
		1100	TEACHERS' SALARIES	72,847.49	0.00	72,847.49
		1105	TEACHERS' SALARIES SUBS	236,635.80	0.00	236,635.80
		1107	TEACHERS' SALARIES HOURLY	1,748.25	0.00	1,748.25
		1120	HOME INSTRUCTION SALARIES	7,544.27	0.00	7,544.27
		1201	CERT PUPIL SUPPORT SALRY EXTRA	2,908.97	0.00	2,908.97
		1330	ASSISTANT SUPERINTENDENTS SAL	5,075.94	0.00	5,075.94
		1340	CERT. ADMINISTRATOR SALARIES	3,019.03	0.00	3,019.03
		1342	CERT. ADMINISTRATOR SAL TEMP	1,507.85	0.00	1,507.85
		2100	INSTRUCTIONAL AIDES' SALARIES	19,716.24	0.00	19,716.24
		2101	INSTR AIDES SALARIES EXTRA	243.40	0.00	243.40
		2105	INSTR AIDES SALARIES SUBS	12,141.57	0.00	12,141.57
		2106	INSTR AIDES SALARIES OVERTIME	621.66	0.00	621.66
		2200	CLASSIFIED SUPPORT SALARIES	12,041.26	0.00	12,041.26
		2205	CLASS SUPPORT SALARIES SUBS	23,461.23	0.00	23,461.23
		2206	CLASS SUPPORT SALARY OVERTIME	37,809.02	0.00	37,809.02
		2301	CLASS SUPV&ADMIN EXTRA/STIPEND	57.12	0.00	57.12
		2400	CLERICAL & OFFICE SALARIES	4,269.75	0.00	4,269.75
		2405	CLERICAL AND OFFICE SAL SUBS	4,929.76	0.00	4,929.76
		2406	CLERICAL AND OFFICE SAL OT	1,526.92	0.00	1,526.92
		2407	CLERICAL AND OFFICE SAL HOURLY	206.53	0.00	206.53
		2900	OTHER CLASSIFIED SALARIES	4,538.12	0.00	4,538.12
		2905	OTHER CLASSIFIED SALARY SUBS	2,691.70	0.00	2,691.70
		2907	OTHER CLASSIFIED SALARY HOURLY	525.00	0.00	525.00
		3101	STRS ON 1000 SALARIES	0.00	23,006.59	23,006.59
		3201	PERS ON 1000 SALARIES	0.00	206.89	206.89
		3202	PERS ON 2000 SALARIES	0.00	1,733.53	1,733.53
		3311	OASDI ON 1000 SALARIES	0.00	247.08	247.08
		3312	OASDI ON 2000 SALARIES	0.00	3,524.48	3,524.48
		3321	FICA-MED ON 1000 SALARIES	0.00	4,679.00	4,679.00
		3322	FICA-MED ON 2000 SALARIES	0.00	1,809.30	1,809.30
		3331	ALTER. RETIREMENT ON 1000 SAL	0.00	617.29	617.29
		3332	ALTER. RETIREMENT ON 2000 SAL	0.00	2,467.83	2,467.83
		3412	HEALTH & WELFARE ON 2000 SALS	0.00	1.77	1.77
		3501	STATE UNEMPLOY ON 1000 SALARY	0.00	2,385.13	2,385.13
		3502	STATE UNEMPLOY ON 2000 SALARY	0.00	898.38	898.38
		3601	WORKER'S COMP INS ON 1000 SAL	0.00	5,501.91	5,501.91
		3602	WORKER'S COMP INS ON 2000 SAL	0.00	2,072.37	2,072.37
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01 Fund Total:				456,066.88	49,151.55	505,218.43

Fund: 11	ADULT EDUCATION FUND	Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
		1100	TEACHERS' SALARIES	23,836.50	0.00	23,836.50
		1200	CERT PUPIL SUPPORT SALARIES	4,556.33	0.00	4,556.33
		2100	INSTRUCTIONAL AIDES' SALARIES	6,037.39	0.00	6,037.39
		3101	STRS ON 1000 SALARIES	0.00	1,927.39	1,927.39
		3202	PERS ON 2000 SALARIES	0.00	641.59	641.59
		3312	OASDI ON 2000 SALARIES	0.00	374.31	374.31
		3321	FICA-MED ON 1000 SALARIES	0.00	338.98	338.98
		3322	FICA-MED ON 2000 SALARIES	0.00	87.53	87.53

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3411	HEALTH & WELFARE ON 1000 SALS	0.00	1,194.52	1,194.52
3412	HEALTH & WELFARE ON 2000 SALS	0.00	71.24	71.24
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	204.45	204.45
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	43.47	43.47
3601	WORKER'S COMP INS ON 1000 SAL	0.00	471.56	471.56
3602	WORKER'S COMP INS ON 2000 SAL	0.00	100.27	100.27

11 Fund Total:		34,430.22	5,455.31	39,885.53
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Fund: 12 CHILD DEVELOPMENT FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	516.00	0.00	516.00
1105	TEACHERS' SALARIES SUBS	276.00	0.00	276.00
1340	CERT. ADMINISTRATOR SALARIES	1,886.04	0.00	1,886.04
2100	INSTRUCTIONAL AIDES' SALARIES	1,066.25	0.00	1,066.25
2105	INSTR AIDES SALARIES SUBS	78.12	0.00	78.12
2400	CLERICAL & OFFICE SALARIES	24.80	0.00	24.80
2900	OTHER CLASSIFIED SALARIES	411.12	0.00	411.12
3101	STRS ON 1000 SALARIES	0.00	53.97	53.97
3202	PERS ON 2000 SALARIES	0.00	27.76	27.76
3312	OASDI ON 2000 SALARIES	0.00	25.77	25.77
3321	FICA-MED ON 1000 SALARIES	0.00	11.48	11.48
3322	FICA-MED ON 2000 SALARIES	0.00	22.91	22.91
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	44.71	44.71
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	19.27	19.27
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	11.37	11.37
3601	WORKER'S COMP INS ON 1000 SAL	0.00	44.47	44.47
3602	WORKER'S COMP INS ON 2000 SAL	0.00	26.24	26.24

12 Fund Total:		4,258.33	287.95	4,546.28
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Fund: 13 CAFETERIA FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2200	CLASSIFIED SUPPORT SALARIES	8,107.84	0.00	8,107.84
2205	CLASS SUPPORT SALARIES SUBS	14,570.69	0.00	14,570.69
2206	CLASS SUPPORT SALARY OVERTIME	403.60	0.00	403.60
3202	PERS ON 2000 SALARIES	0.00	214.83	214.83
3312	OASDI ON 2000 SALARIES	0.00	149.43	149.43
3322	FICA-MED ON 2000 SALARIES	0.00	334.70	334.70
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	693.83	693.83
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	166.18	166.18
3602	WORKER'S COMP INS ON 2000 SAL	0.00	383.35	383.35

13 Fund Total:		23,082.13	1,942.32	25,024.45
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District Total:		517,837.56	56,837.13	574,674.69
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DATE: 05/31/11

FUND 01 GROSS PAYROLL	\$ 5,834,027.73
BENEFITS	\$ 1,734,449.88
TOTAL	\$ 7,568,477.61

FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$ 14,678.34
BENEFITS	\$ 6,429.69
TOTAL	\$ 21,108.03

FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$ 7,242.13
BENEFITS	\$ 2,454.15
TOTAL	\$ 9,696.28

FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$ 109,174.51
BENEFITS	\$ 34,388.22
TOTAL	\$ 143,562.73

DISTRICT TOTAL	\$ 7,742,844.65
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Gross Wage & Fringe Summary by Object for MAY REGULAR 5/31/2011

Fiscal Year 2010/2011

Fund: 01 GEN FUND/CO SCHOOL SERV FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	3,931,965.37	0.00	3,931,965.37
1120	HOME INSTRUCTION SALARIES	7,205.83	0.00	7,205.83
1200	CERT PUPIL SUPPORT SALARIES	218,721.89	0.00	218,721.89
1300	CERT SUPRVSRs' & ADMINS' SAL	30,011.35	0.00	30,011.35
1310	CERT. SUPERVISOR SALARIES	9,870.35	0.00	9,870.35
1320	SUPERINTENDENTS SALARIES	16,018.68	0.00	16,018.68
1330	ASSISTANT SUPERINTENDENTS SAL	11,072.67	0.00	11,072.67
1340	CERT. ADMINISTRATOR SALARIES	301,604.56	0.00	301,604.56
1900	OTHER CERTIFICATED SALARIES	40,880.92	0.00	40,880.92
2100	INSTRUCTIONAL AIDES' SALARIES	277,560.99	0.00	277,560.99
2200	CLASSIFIED SUPPORT SALARIES	506,522.17	0.00	506,522.17
2300	CLASS SUPRVSRs' & ADMINS' SAL	5,584.26	0.00	5,584.26
2310	CLASS SUPERVISORS SALARIES	26,905.99	0.00	26,905.99
2320	CLASS. ADMINISTRATOR SALARIES	82,080.13	0.00	82,080.13
2400	CLERICAL & OFFICE SALARIES	206,650.99	0.00	206,650.99
2407	CLERICAL AND OFFICE SAL HOURLY	127,650.35	0.00	127,650.35
2900	OTHER CLASSIFIED SALARIES	33,721.23	0.00	33,721.23
3101	STRS ON 1000 SALARIES	0.00	388,008.95	388,008.95
3201	PERS ON 1000 SALARIES	0.00	8,975.08	8,975.08
3202	PERS ON 2000 SALARIES	0.00	132,787.52	132,787.52
3311	OASDI ON 1000 SALARIES	0.00	4,445.57	4,445.57
3312	OASDI ON 2000 SALARIES	0.00	68,137.22	68,137.22
3321	FICA-MED ON 1000 SALARIES	0.00	55,381.35	55,381.35
3322	FICA-MED ON 2000 SALARIES	0.00	16,695.77	16,695.77
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	2,192.58	2,192.58
3411	HEALTH & WELFARE ON 1000 SALS	0.00	523,581.89	523,581.89
3412	HEALTH & WELFARE ON 2000 SALS	0.00	219,688.98	219,688.98
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	32,884.58	32,884.58
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	9,120.25	9,120.25
3601	WORKER'S COMP INS ON 1000 SAL	0.00	75,854.85	75,854.85
3602	WORKER'S COMP INS ON 2000 SAL	0.00	21,037.12	21,037.12
3711	H & W CURRENT RETIREES ON 1000	0.00	108,069.68	108,069.68
3712	H & W CURRENT RETIREES ON 2000	0.00	67,588.49	67,588.49

01 Fund Total:

5,834,027.73

1,734,449.88

7,568,477.61

Fund: 11 ADULT EDUCATION FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2400	CLERICAL & OFFICE SALARIES	14,678.34	0.00	14,678.34
3202	PERS ON 2000 SALARIES	0.00	1,571.60	1,571.60
3312	OASDI ON 2000 SALARIES	0.00	856.83	856.83
3322	FICA-MED ON 2000 SALARIES	0.00	200.39	200.39
3412	HEALTH & WELFARE ON 2000 SALS	0.00	3,451.40	3,451.40
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	105.68	105.68
3602	WORKER'S COMP INS ON 2000 SAL	0.00	243.79	243.79

11 Fund Total:

14,678.34

6,429.69

21,108.03

Fund: 12 CHILD DEVELOPMENT FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
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Gross Wage & Fringe Summary by Object for MAY REGULAR 5/31/2011

Fiscal Year 2010/2011

1100	TEACHERS' SALARIES	1,586.65	0.00	1,586.65
2100	INSTRUCTIONAL AIDES' SALARIES	3,195.12	0.00	3,195.12
2400	CLERICAL & OFFICE SALARIES	2,460.36	0.00	2,460.36
3101	STRS ON 1000 SALARIES	0.00	142.80	142.80
3202	PERS ON 2000 SALARIES	0.00	460.75	460.75
3312	OASDI ON 2000 SALARIES	0.00	200.75	200.75
3321	FICA-MED ON 1000 SALARIES	0.00	11.69	11.69
3322	FICA-MED ON 2000 SALARIES	0.00	69.80	69.80
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	64.60	64.60
3411	HEALTH & WELFARE ON 1000 SALS	0.00	645.88	645.88
3412	HEALTH & WELFARE ON 2000 SALS	0.00	685.46	685.46
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	11.42	11.42
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	40.72	40.72
3601	WORKER'S COMP INS ON 1000 SAL	0.00	26.35	26.35
3602	WORKER'S COMP INS ON 2000 SAL	0.00	93.93	93.93
12 Fund Total:		7,242.13	2,454.15	9,696.28

Fund: 13 CAFETERIA FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2200	CLASSIFIED SUPPORT SALARIES	94,464.96	0.00	94,464.96
2320	CLASS. ADMINISTRATOR SALARIES	1,150.27	0.00	1,150.27
2400	CLERICAL & OFFICE SALARIES	13,559.28	0.00	13,559.28
3202	PERS ON 2000 SALARIES	0.00	9,906.60	9,906.60
3312	OASDI ON 2000 SALARIES	0.00	4,852.39	4,852.39
3322	FICA-MED ON 2000 SALARIES	0.00	1,470.07	1,470.07
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	948.01	948.01
3412	HEALTH & WELFARE ON 2000 SALS	0.00	14,611.98	14,611.98
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	785.99	785.99
3602	WORKER'S COMP INS ON 2000 SAL	0.00	1,813.18	1,813.18
13 Fund Total:		109,174.51	34,388.22	143,562.73

District Total:

5,965,122.71	1,777,721.94	7,742,844.65
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DATE: 06/10/11

FUND 01 GROSS PAYROLL	\$ 586,097.87
BENEFITS	\$ 62,301.78
TOTAL	\$ 648,399.65
FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$ 19,614.38
BENEFITS	\$ 3,699.67
TOTAL	\$ 23,314.05
FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$ 4,302.27
BENEFITS	\$ 326.54
TOTAL	\$ 4,628.81
FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$ 11,327.52
BENEFITS	\$ 929.66
TOTAL	\$ 12,257.18
DISTRICT TOTAL	\$ 688,599.69

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Gross Wage & Fringe Summary by Object for MAY SUPPLEMENTAL 6/10/2011

Fiscal Year 2010/2011

Fund: 01 GEN FUND/CO SCHOOL SERV FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	118,360.13	0.00	118,360.13
1101	TEACHERS' SALARIES EXTRA	13,176.04	0.00	13,176.04
1105	TEACHERS' SALARIES SUBS	165,416.28	0.00	165,416.28
1107	TEACHERS' SALARIES HOURLY	1,512.00	0.00	1,512.00
1120	HOME INSTRUCTION SALARIES	3,205.13	0.00	3,205.13
1201	CERT PUPIL SUPPORT SALRY EXTRA	2,374.13	0.00	2,374.13
1330	ASSISTANT SUPERINTENDENTS SAL	1,719.27	0.00	1,719.27
1340	CERT. ADMINISTRATOR SALARIES	2,417.78	0.00	2,417.78
1900	OTHER CERTIFICATED SALARIES	95,669.15	0.00	95,669.15
2100	INSTRUCTIONAL AIDES' SALARIES	90,251.51	0.00	90,251.51
2105	INSTR AIDES SALARIES SUBS	7,949.67	0.00	7,949.67
2106	INSTR AIDES SALARIES OVERTIME	818.27	0.00	818.27
2200	CLASSIFIED SUPPORT SALARIES	10,575.76	0.00	10,575.76
2201	CLASS SUPPORT SALARIES EXTRA	1,085.40	0.00	1,085.40
2205	CLASS SUPPORT SALARIES SUBS	14,060.01	0.00	14,060.01
2206	CLASS SUPPORT SALARY OVERTIME	43,029.65	0.00	43,029.65
2400	CLERICAL & OFFICE SALARIES	4,077.37	0.00	4,077.37
2405	CLERICAL AND OFFICE SAL SUBS	883.96	0.00	883.96
2406	CLERICAL AND OFFICE SAL OT	961.18	0.00	961.18
2407	CLERICAL AND OFFICE SAL HOURLY	2,182.40	0.00	2,182.40
2900	OTHER CLASSIFIED SALARIES	4,868.87	0.00	4,868.87
2905	OTHER CLASSIFIED SALARY SUBS	1,183.91	0.00	1,183.91
2907	OTHER CLASSIFIED SALARY HOURLY	320.00	0.00	320.00
3101	STRS ON 1000 SALARIES	0.00	29,400.95	29,400.95
3201	PERS ON 1000 SALARIES	0.00	184.71	184.71
3202	PERS ON 2000 SALARIES	0.00	1,393.45	1,393.45
3311	OASDI ON 1000 SALARIES	0.00	336.06	336.06
3312	OASDI ON 2000 SALARIES	0.00	3,903.81	3,903.81
3321	FICA-MED ON 1000 SALARIES	0.00	5,625.34	5,625.34
3322	FICA-MED ON 2000 SALARIES	0.00	2,642.60	2,642.60
3331	ALTER. RETIREMENT ON 1000 SAL	0.00	301.45	301.45
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	4,558.46	4,558.46
3412	HEALTH & WELFARE ON 2000 SALS	0.00	1.45	1.45
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	2,907.61	2,907.61
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	1,312.19	1,312.19
3601	WORKER'S COMP INS ON 1000 SAL	0.00	6,706.98	6,706.98
3602	WORKER'S COMP INS ON 2000 SAL	0.00	3,026.72	3,026.72
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01 Fund Total:		586,097.87	62,301.78	648,399.65

Fund: 11 ADULT EDUCATION FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	12,670.60	0.00	12,670.60
1200	CERT PUPIL SUPPORT SALARIES	2,460.80	0.00	2,460.80
2100	INSTRUCTIONAL AIDES' SALARIES	4,397.30	0.00	4,397.30
2406	CLERICAL AND OFFICE SAL OT	85.68	0.00	85.68
3101	STRS ON 1000 SALARIES	0.00	1,001.49	1,001.49
3202	PERS ON 2000 SALARIES	0.00	470.83	470.83
3312	OASDI ON 2000 SALARIES	0.00	277.95	277.95
3321	FICA-MED ON 1000 SALARIES	0.00	171.00	171.00

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Gross Wage & Fringe Summary by Object for MAY SUPPLEMENTAL 6/10/2011

Fiscal Year 2010/2011

3322	FICA-MED ON 2000 SALARIES	0.00	65.00	65.00
3411	HEALTH & WELFARE ON 1000 SALS	0.00	1,194.52	1,194.52
3412	HEALTH & WELFARE ON 2000 SALS	0.00	51.88	51.88
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	108.97	108.97
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	32.28	32.28
3601	WORKER'S COMP INS ON 1000 SAL	0.00	251.30	251.30
3602	WORKER'S COMP INS ON 2000 SAL	0.00	74.45	74.45
		-----	-----	-----
11 Fund Total:		19,614.38	3,699.67	23,314.05

Fund: 12 CHILD DEVELOPMENT FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	409.50	0.00	409.50
1105	TEACHERS' SALARIES SUBS	138.00	0.00	138.00
1340	CERT. ADMINISTRATOR SALARIES	2,009.72	0.00	2,009.72
2100	INSTRUCTIONAL AIDES' SALARIES	1,067.76	0.00	1,067.76
2105	INSTR AIDES SALARIES SUBS	118.85	0.00	118.85
2900	OTHER CLASSIFIED SALARIES	558.44	0.00	558.44
3101	STRS ON 1000 SALARIES	0.00	33.78	33.78
3202	PERS ON 2000 SALARIES	0.00	72.82	72.82
3312	OASDI ON 2000 SALARIES	0.00	42.17	42.17
3321	FICA-MED ON 1000 SALARIES	0.00	7.94	7.94
3322	FICA-MED ON 2000 SALARIES	0.00	25.29	25.29
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	42.12	42.12
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	18.41	18.41
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	12.56	12.56
3601	WORKER'S COMP INS ON 1000 SAL	0.00	42.47	42.47
3602	WORKER'S COMP INS ON 2000 SAL	0.00	28.98	28.98
		-----	-----	-----
12 Fund Total:		4,302.27	326.54	4,628.81

Fund: 13 CAFETERIA FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2200	CLASSIFIED SUPPORT SALARIES	3,773.05	0.00	3,773.05
2205	CLASS SUPPORT SALARIES SUBS	6,962.16	0.00	6,962.16
2206	CLASS SUPPORT SALARY OVERTIME	592.30	0.00	592.30
2400	CLERICAL & OFFICE SALARIES	0.01	0.00	0.01
3202	PERS ON 2000 SALARIES	0.00	57.18	57.18
3312	OASDI ON 2000 SALARIES	0.00	103.07	103.07
3322	FICA-MED ON 2000 SALARIES	0.00	172.01	172.01
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	327.71	327.71
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	81.55	81.55
3602	WORKER'S COMP INS ON 2000 SAL	0.00	188.14	188.14
		-----	-----	-----
13 Fund Total:		11,327.52	929.66	12,257.18

District Total:

621,342.04	67,257.65	688,599.69
-----	-----	-----

DATE: 06/28/11 Summer Pay

FUND 01 GROSS PAYROLL	\$ 2,669,208.61
BENEFITS	\$ 115,178.91
TOTAL	\$ 2,784,387.52
FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$ -
BENEFITS	\$ -
TOTAL	\$ -
FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$ 4,843.96
BENEFITS	\$ 324.50
TOTAL	\$ 5,168.46
FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$ 48,864.30
BENEFITS	\$ 4,669.18
TOTAL	\$ 53,533.48
DISTRICT TOTAL	\$ 2,843,089.46

Report: R0010A

Gross Wage & Fringe Summary by Object for JULY 1ST SUMMER PAY 6/28/2011 Fiscal Year 2010/2011

Fund: 01 GEN FUND/CO SCHOOL SERV FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	2,390,118.24	0.00	2,390,118.24
1310	CERT. SUPERVISOR SALARIES	9,433.20	0.00	9,433.20
1900	OTHER CERTIFICATED SALARIES	9,650.52	0.00	9,650.52
2100	INSTRUCTIONAL AIDES' SALARIES	132,850.50	0.00	132,850.50
2200	CLASSIFIED SUPPORT SALARIES	41,065.86	0.00	41,065.86
2300	CLASS SUPRVSRs' & ADMINs' SAL	2,784.10	0.00	2,784.10
2400	CLERICAL & OFFICE SALARIES	75,536.67	0.00	75,536.67
2900	OTHER CLASSIFIED SALARIES	7,769.52	0.00	7,769.52
3101	STRS ON 1000 SALARIES	0.00	-1.01	-1.01
3202	PERS ON 2000 SALARIES	0.00	-123.14	-123.14
3311	OASDI ON 1000 SALARIES	0.00	2,197.00	2,197.00
3312	OASDI ON 2000 SALARIES	0.00	13,642.42	13,642.42
3321	FICA-MED ON 1000 SALARIES	0.00	29,076.55	29,076.55
3322	FICA-MED ON 2000 SALARIES	0.00	3,436.45	3,436.45
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	695.37	695.37
3412	HEALTH & WELFARE ON 2000 SALS	0.00	2,706.53	2,706.53
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	17,346.09	17,346.09
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	1,872.04	1,872.04
3601	WORKER'S COMP INS ON 1000 SAL	0.00	40,012.44	40,012.44
3602	WORKER'S COMP INS ON 2000 SAL	0.00	4,318.17	4,318.17

01 Fund Total:

2,669,208.61	115,178.91	2,784,387.52
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Fund: 12 CHILD DEVELOPMENT FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	1,586.64	0.00	1,586.64
2100	INSTRUCTIONAL AIDES' SALARIES	796.84	0.00	796.84
2400	CLERICAL & OFFICE SALARIES	2,460.48	0.00	2,460.48
3312	OASDI ON 2000 SALARIES	0.00	100.36	100.36
3321	FICA-MED ON 1000 SALARIES	0.00	12.10	12.10
3322	FICA-MED ON 2000 SALARIES	0.00	35.02	35.02
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	32.67	32.67
3412	HEALTH & WELFARE ON 2000 SALS	0.00	29.03	29.03
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	11.42	11.42
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	23.46	23.46
3601	WORKER'S COMP INS ON 1000 SAL	0.00	26.35	26.35
3602	WORKER'S COMP INS ON 2000 SAL	0.00	54.09	54.09

12 Fund Total:

4,843.96	324.50	5,168.46
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Fund: 13 CAFETERIA FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2200	CLASSIFIED SUPPORT SALARIES	48,864.30	0.00	48,864.30
3202	PERS ON 2000 SALARIES	0.00	-145.29	-145.29
3312	OASDI ON 2000 SALARIES	0.00	2,142.39	2,142.39
3322	FICA-MED ON 2000 SALARIES	0.00	666.82	666.82
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	468.75	468.75
3412	HEALTH & WELFARE ON 2000 SALS	0.00	373.18	373.18
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	351.79	351.79
3602	WORKER'S COMP INS ON 2000 SAL	0.00	811.54	811.54

Run Date: 06/24/2011 12:47:30

TRACY UNIFIED SCHOOL DISTRICT

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Report: R0010A

Gross Wage & Fringe Summary by Object for JULY 1ST SUMMER PAY 6/28/2011 Fiscal Year 2010/2011

13 Fund Total:	----- 48,864.30	----- 4,669.18	----- 53,533.48
District Total:	----- 2,722,916.87	----- 120,172.59	----- 2,843,089.46

DATE: 06/30/11 Regular Pay

FUND 01 GROSS PAYROLL	\$ 5,839,679.50
BENEFITS	\$ 1,728,446.99
TOTAL	\$ 7,568,126.49

FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$ 13,886.31
BENEFITS	\$ 5,695.58
TOTAL	\$ 19,581.89

FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$ 7,242.13
BENEFITS	\$ 2,454.15
TOTAL	\$ 9,696.28

FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$ 110,701.65
BENEFITS	\$ 34,371.23
TOTAL	\$ 145,072.88

DISTRICT TOTAL	\$ 7,742,477.54
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Report: R0010A

Gross Wage & Fringe Summary by Object for JUNE REGULAR 6/30/2011

Fiscal Year 2010/2011

Fund: 01	GEN FUND/CO SCHOOL SERV FUND	Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
		1100	TEACHERS' SALARIES	3,947,604.77	0.00	3,947,604.77
		1120	HOME INSTRUCTION SALARIES	7,205.83	0.00	7,205.83
		1200	CERT PUPIL SUPPORT SALARIES	218,184.03	0.00	218,184.03
		1300	CERT SUPRVRS' & ADMINS' SAL	30,011.35	0.00	30,011.35
		1310	CERT. SUPERVISOR SALARIES	9,870.35	0.00	9,870.35
		1320	SUPERINTENDENTS SALARIES	16,018.68	0.00	16,018.68
		1330	ASSISTANT SUPERINTENDENTS SAL	11,072.67	0.00	11,072.67
		1340	CERT. ADMINISTRATOR SALARIES	301,604.56	0.00	301,604.56
		1900	OTHER CERTIFICATED SALARIES	40,209.21	0.00	40,209.21
		2100	INSTRUCTIONAL AIDES' SALARIES	277,178.18	0.00	277,178.18
		2200	CLASSIFIED SUPPORT SALARIES	497,258.23	0.00	497,258.23
		2300	CLASS SUPRVRS' & ADMINS' SAL	5,584.26	0.00	5,584.26
		2310	CLASS SUPERVISORS SALARIES	26,905.99	0.00	26,905.99
		2320	CLASS. ADMINISTRATOR SALARIES	82,080.13	0.00	82,080.13
		2400	CLERICAL & OFFICE SALARIES	208,982.92	0.00	208,982.92
		2407	CLERICAL AND OFFICE SAL HOURLY	126,382.32	0.00	126,382.32
		2900	OTHER CLASSIFIED SALARIES	33,526.02	0.00	33,526.02
		3101	STRS ON 1000 SALARIES	0.00	388,982.12	388,982.12
		3201	PERS ON 1000 SALARIES	0.00	8,975.08	8,975.08
		3202	PERS ON 2000 SALARIES	0.00	131,878.28	131,878.28
		3311	OASDI ON 1000 SALARIES	0.00	4,445.57	4,445.57
		3312	OASDI ON 2000 SALARIES	0.00	67,681.62	67,681.62
		3321	FICA-MED ON 1000 SALARIES	0.00	55,602.29	55,602.29
		3322	FICA-MED ON 2000 SALARIES	0.00	16,574.32	16,574.32
		3332	ALTER. RETIREMENT ON 2000 SAL	0.00	2,150.53	2,150.53
		3411	HEALTH & WELFARE ON 1000 SALS	0.00	524,132.92	524,132.92
		3412	HEALTH & WELFARE ON 2000 SALS	0.00	218,621.22	218,621.22
		3501	STATE UNEMPLOY ON 1000 SALARY	0.00	32,988.44	32,988.44
		3502	STATE UNEMPLOY ON 2000 SALARY	0.00	9,057.09	9,057.09
		3601	WORKER'S COMP INS ON 1000 SAL	0.00	76,094.54	76,094.54
		3602	WORKER'S COMP INS ON 2000 SAL	0.00	20,891.24	20,891.24
		3711	H & W CURRENT RETIREES ON 1000	0.00	103,838.43	103,838.43
		3712	H & W CURRENT RETIREES ON 2000	0.00	66,533.30	66,533.30
01 Fund Total:				5,839,679.50	1,728,446.99	7,568,126.49

Fund: 11	ADULT EDUCATION FUND	Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
		2400	CLERICAL & OFFICE SALARIES	13,886.31	0.00	13,886.31
		3202	PERS ON 2000 SALARIES	0.00	1,486.79	1,486.79
		3312	OASDI ON 2000 SALARIES	0.00	787.50	787.50
		3322	FICA-MED ON 2000 SALARIES	0.00	184.17	184.17
		3412	HEALTH & WELFARE ON 2000 SALS	0.00	2,906.52	2,906.52
		3502	STATE UNEMPLOY ON 2000 SALARY	0.00	99.97	99.97
		3602	WORKER'S COMP INS ON 2000 SAL	0.00	230.63	230.63
11 Fund Total:				13,886.31	5,695.58	19,581.89

Fund: 12	CHILD DEVELOPMENT FUND	Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
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Report: R0010A

Gross Wage & Fringe Summary by Object for JUNE REGULAR 6/30/2011

Fiscal Year 2010/2011

1100	TEACHERS' SALARIES	1,586.65	0.00	1,586.65
2100	INSTRUCTIONAL AIDES' SALARIES	3,195.12	0.00	3,195.12
2400	CLERICAL & OFFICE SALARIES	2,460.36	0.00	2,460.36
3101	STRS ON 1000 SALARIES	0.00	142.80	142.80
3202	PERS ON 2000 SALARIES	0.00	460.75	460.75
3312	OASDI ON 2000 SALARIES	0.00	200.75	200.75
3321	FICA-MED ON 1000 SALARIES	0.00	11.69	11.69
3322	FICA-MED ON 2000 SALARIES	0.00	69.80	69.80
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	64.60	64.60
3411	HEALTH & WELFARE ON 1000 SALS	0.00	645.88	645.88
3412	HEALTH & WELFARE ON 2000 SALS	0.00	685.46	685.46
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	11.42	11.42
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	40.72	40.72
3601	WORKER'S COMP INS ON 1000 SAL	0.00	26.35	26.35
3602	WORKER'S COMP INS ON 2000 SAL	0.00	93.93	93.93
		-----	-----	-----
12 Fund Total:		7,242.13	2,454.15	9,696.28

Fund: 13 CAFETERIA FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2200	CLASSIFIED SUPPORT SALARIES	95,992.10	0.00	95,992.10
2320	CLASS. ADMINISTRATOR SALARIES	1,150.27	0.00	1,150.27
2400	CLERICAL & OFFICE SALARIES	13,559.28	0.00	13,559.28
3202	PERS ON 2000 SALARIES	0.00	10,169.63	10,169.63
3312	OASDI ON 2000 SALARIES	0.00	5,041.58	5,041.58
3322	FICA-MED ON 2000 SALARIES	0.00	1,504.42	1,504.42
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	920.05	920.05
3412	HEALTH & WELFARE ON 2000 SALS	0.00	14,100.00	14,100.00
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	797.02	797.02
3602	WORKER'S COMP INS ON 2000 SAL	0.00	1,838.53	1,838.53
		-----	-----	-----
13 Fund Total:		110,701.65	34,371.23	145,072.88

District Total:

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5,971,509.59	1,770,967.95	7,742,477.54
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BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: June 1, 2011
SUBJECT: Approve Revolving Cash Fund Reports (March-May, 2011)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (March-May, 2011).

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

**TUSD 2011
REVOLVING CASH FUND
March 2011**

Date	Num	Name	Memo	Paid Amount
3/2/2011	8636	KINDER'S MEATS DELI BBQ	P.O. 110501	
			01-0000-0-0000-7150-4300-800-1001	-103.26
TOTAL				-103.26
3/2/2011	8637	ROSICRUCIAN EGYPTIAN MUSEUM	P.O.112018 STUDENT TOUR	
			01-6385-0-1110-1000-5800-700-6014	-375.00
TOTAL				-375.00
3/2/2011	8638	DR. RUTH BRITTAN	P.O. 112017 TUSD HONOR BAND	
			01-0000-0-1110-1000-5800-800-1019	-500.00
TOTAL				-500.00
3/7/2011	8639	SIAM CAFE	P.O. 110503	
			01-0000-0-0000-7150-4300-800-1001	-104.30
TOTAL				-104.30
3/7/2011	8640	VALLEY OAKS INN	CONF 3/10/11 D.CONTRERAS,D.RODRIGUEZ	
			12-6105-0-7110-100-5200-400-3604	-72.15
TOTAL				-72.15
3/15/2011	8641	TRACY CHAMBER OF COMMERCE	P.O. 110525 2011 STATE OF THE CITY LUNC...	
			01-0000-0-0000-7150-4300-800-1001	-25.00
TOTAL				-25.00
3/15/2011	8642	JUNIOR SCIENCE & HUMANITIES S...	CONFERENCE 3/17-18/2011 ERIN MCKAY	
			01-3200-0-1110-1000-1105-600-6272	-100.00
TOTAL				-100.00
3/23/2011	8643	COURTYARD BY MARRIOTT RIVER...	P.O. 112155 THS MOCK TRIAL BUS DRIVER A...	
			01-0000-0-1110-1000-4300-600-2323	-313.20
TOTAL				-313.20
3/23/2011	8644	MARRIOTT RIVERSIDE	P.O. 112156 THS MOCK TRIAL GUPTA, CHUA	
			01-0000-0-1110-1000-5800-600-2323	-726.36
TOTAL				-726.36
3/23/2011	8645	MARRIOTT RIVERSIDE	P.O. 112156 THS MOCK TRIAL SHARIFI,GACH...	
			01-0000-0-1110-1000-5800-600-2323	-726.36
TOTAL				-726.36

TUSD 2011
REVOLVING CASH FUND
April 2011

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
4/5/2011	8650	CAL-HOSA	P.O. 112044 STATE LEADERSHIP CONF. KHS	
			01-3550-0-3800-1000-5800-800-2996	-630.00
TOTAL				-630.00
4/12/2011	8651	KINDER'S MEATS DELI BBQ	P.O. 110501	
			01-0000-0-0000-7150-4300-800-1001	-109.63
TOTAL				-109.63

**TUSD 2011
REVOLVING CASH FUND
May 2011**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
5/6/2011	8652	CITY OF TRACY PARKS & COMMU...	P.O. 112522 SWP FIELD TRIP	
			01-3010-0-1110-1000-4300-400-3604	-92.00
TOTAL				-92.00
5/6/2011	8653	CITY OF STOCKTON PARKS AND R...	P.O. 112530 SWP PRESCHOOL FIELD TRIP-PI...	
			12-6105-0-7110-1000-4300-400-3604	-600.00
TOTAL				-600.00
5/10/2011	8654	SAN FRANCISCO ZOOLOGICAL SO...	P.O. 112569 MVMS AVID FIELD TRIP,69 STUD...	
			01-3010-0-1110-1000-5800-310-2767	-558.00
TOTAL				-558.00
5/23/2011	8655	IDEAS UNLIMITED SEMINARS	REISSUE 8590 LOST- INV#34285	
			01-7090-0-1110-1000-5200-400-3604	-398.00
TOTAL				-398.00
5/23/2011	8656	KINDER'S MEATS DELI BBQ	P.O. 110501 BOARD MEETING DINNER	
			01-0000-0-0000-7150-4300-800-1001	-109.63
TOTAL				-109.63



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent for Business Services
DATE: June 1, 2011
SUBJECT: Approve Monthly Budget Adjustment Report-March-May, 2011

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

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

FUNDING: N/A

RECOMMENDATION: Approve Monthly Budget Adjustment Report

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

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

APPROVED			07/28/2010	03/01/2011	BUDGET	03/31/2011
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	1100	TEACHERS' SALARIES	48,296,574.95	51,741,365.03	-769,979.96	50,971,385.07
	1200	CERT PUPIL SUPPORT SALARIES	2,818,448.00	2,830,637.00	.00	2,830,637.00
	1300	CERT SUPRVSR'S & ADMINS' SAL	4,548,564.00	4,533,846.00	1,333.00	4,535,179.00
	1900	OTHER CERTIFICATED SALARIES	734,371.00	768,345.00	924.00	769,269.00
	2100	INSTRUCTIONAL AIDES' SALARIES	3,350,930.00	3,703,899.00	87,920.00	3,791,819.00
	2200	CLASSIFIED SUPPORT SALARIES	6,419,151.00	7,019,179.39	61,114.00	7,080,293.39
	2300	CLASS SUPRVSR'S & ADMINS' SAL	1,411,587.00	1,428,805.00	-13,802.00	1,415,003.00
	2400	CLERICAL & OFFICE SALARIES	4,061,546.00	4,221,051.82	17,803.00	4,238,854.82
	2900	OTHER CLASSIFIED SALARIES	448,963.00	454,272.00	2,367.38	456,639.38
	3101	STRS ON 1000 SALARIES	4,592,181.79	4,800,611.75	8,137.00	4,808,748.75
	3102	STRS ON 2000 SALARIES	.00	.00	.00	.00
	3201	PERS ON 1000 SALARIES	67,876.00	104,873.00	73.00	104,946.00
	3202	PERS ON 2000 SALARIES	1,434,358.00	1,690,974.92	50,592.00	1,741,566.92
	3311	OASDI ON 1000 SALARIES	39,445.00	56,876.00	108.00	56,984.00
	3312	OASDI ON 2000 SALARIES	789,542.00	840,665.56	2,812.88	843,478.44
	3321	FICA-MED ON 1000 SALARIES	732,962.00	728,933.77	1,539.72	730,473.49
	3322	FICA-MED ON 2000 SALARIES	195,703.00	209,167.54	367.34	209,534.88
	3331	ALTER. RETIREMENT ON 1000 SAL	.00	2,399.00	102.00	2,501.00
	3332	ALTER. RETIREMENT ON 2000 SAL	29,191.00	34,744.00	1,251.08	35,995.08
	3411	HEALTH & WELFARE ON 1000 SALS	6,531,977.21	6,713,974.00	-2,677.00	6,711,297.00
	3412	HEALTH & WELFARE ON 2000 SALS	2,713,024.00	2,931,028.00	-3,102.00	2,927,926.00
	3501	STATE UNEMPLOY ON 1000 SALARY	419,151.00	420,558.86	772.24	421,331.10
	3502	STATE UNEMPLOY ON 2000 SALARY	112,988.00	120,576.20	456.49	121,032.69
	3601	WORKER'S COMP INS ON 1000 SAL	966,863.00	967,993.68	1,774.00	969,767.68
	3602	WORKER'S COMP INS ON 2000 SAL	260,616.00	278,220.39	1,037.07	279,257.46
	3711	OPEB,ALLOCATED, CERTIFICATED	1,124,043.00	1,334,899.00	.00	1,334,899.00
	3712	OPEB,ALLOCATED, CLASSIFIED	723,173.00	885,251.00	.00	885,251.00
	3801	PERS REDUCTION ON 1000 SALARY	20,631.00	20,698.00	.00	20,698.00
	3802	PERS REDUCTION ON 2000 SALARY	233,355.00	277,849.00	-59.00	277,790.00
	3931	GOLDEN HANDSHAKE CERTIFICATED	.00	469,022.66	.00	469,022.66
	3932	GOLDEN HANDSHAKE CLASSIFIED	.00	163,406.55	.00	163,406.55
	3999	BENEFIT PAYROLL ERRORS	.00	.00	.00	.00
	4100	TEXTBOOKS	400,000.00	410,412.00	4,115.00	414,527.00
	4200	BOOKS OTHER THAN TEXTBOOKS	161,573.00	196,999.00	19,934.00	216,933.00
	4300	MATERIALS & SUPPLIES	5,208,315.90	8,438,003.68	-614,011.24	7,823,992.44
	4400	NON-CAPITALIZED EQUIPMENT	241,417.00	591,412.00	162,066.00	753,478.00
	5200	TRAVEL & CONFERENCES	82,589.00	231,413.41	2,688.00	234,101.41
	5300	DUES & MEMBERSHIPS	38,525.00	46,855.00	300.00	47,155.00
	5450	OTHER INSURANCE	786,485.00	786,485.00	.00	786,485.00
	5500	OPERATIONS & HOUSEKEEPING SRVC	3,905,522.00	3,948,422.00	800.00	3,949,222.00
	5600	RENTS,LEASES,REPAIRS,IMPRVMNTS	684,506.00	705,025.06	13,071.71	718,096.77
	5710	DIR COSTS FOR INTRPRG SERVICES	.00	.00	.00	.00
	5750	DIR COSTS FOR INTERFUND SVCS	-50,000.00	-52,549.00	-4,035.00	-56,584.00
	5800	OTHER SVCS & OPER EXPENDITURES	4,901,309.00	5,592,557.03	509,747.00	6,102,304.03
	5900	INTERGOVERNMENTAL FEES	501,833.00	612,688.00	-76,129.00	536,559.00
	6200	BLDGS & IMPROVEMENT OF BLDGS	419,901.00	452,829.00	.00	452,829.00
	6400	EQUIPMENT	500.00	501,845.00	72,107.00	573,952.00
	6500	EQUIPMENT REPLACEMENT	2,500.00	364,143.00	.00	364,143.00
	7130	STATE SPECIAL SCHOOLS	40,000.00	40,000.00	.00	40,000.00

FCR270
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SAN JOAQUIN COUNTY OFFICE OF EDUCATION
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75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

APPROVED			07/28/2010	03/01/2011	BUDGET	03/31/2011
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	7142	TUITION, EXCESS COSTS TO COE	364,842.00	772,841.00	.00	772,841.00
	7310	TRANSFERS OF INDIRECT COSTS	.00	.00	.00	.00
	7350	TRANS OF INDIRECT - INTERFUND	-212,442.00	-215,362.00	.00	-215,362.00
	7438	DEBT SERVICE - INTEREST	6,978.00	1,172.13	.00	1,172.13
	7439	DEBT SERVICE - PRINCIPAL	148,244.00	54,165.87	.00	54,165.87
	7615	FROM GEN/SPC/BLDG TO DEF MAINT	.00	100,000.00	.00	100,000.00
	7619	OTHER AUTH INTRFND TRANSFRS OUT	.00	59,132.00	1.00	59,133.00
TOTAL EXPENSE			110,709,812.85	123,392,612.30	-458,481.29	122,934,131.01

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

APPROVED			07/28/2010	03/01/2011	BUDGET	03/31/2011
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	8011	REVENUE LIMIT ST AID-CURR YEAR	57,049,911.00	62,423,444.00	.00	62,423,444.00
	8019	REVENUE LIMIT ST AID-PRIOR YRS	.00	.00	.00	.00
	8021	HOME OWNERS EXEMPTION	277,105.00	277,105.00	.00	277,105.00
	8040	COUNTY & DISTRICT TAXES	16,681,977.00	15,951,043.00	.00	15,951,043.00
	8042	UNSECURED ROLL TAXES	1,393,726.00	1,393,726.00	.00	1,393,726.00
	8043	PRIOR YEARS' TAXES	21,778.00	21,778.00	.00	21,778.00
	8044	SUPPLEMENTAL TAXES	14,241.00	14,241.00	.00	14,241.00
	8045	ED REVENUE AUGMENT FUND (ERAF)	2,438,203.00	2,438,203.00	.00	2,438,203.00
	8046	SERAF	4,679,359.00	4,679,359.00	.00	4,679,359.00
	8091	REVENUE LIMIT TRANSFERS	.00	.00	.00	.00
	8092	PERS REDUCTION TRANSFER	267,434.00	306,601.00	.00	306,601.00
	8096	TRANSFERS TO CHARTERS, IN LIEU	-1,414,186.00	-1,611,432.00	.00	-1,611,432.00
	8181	SP ED-ENTITLEMENT	2,398,902.00	2,805,453.00	13,234.00	2,818,687.00
	8182	SP ED-DISCRETIONARY GRANTS	221,116.00	268,616.00	-21,010.00	247,606.00
	8285	INTERAGENCY CNTRCTS BTWN LEA'S	92,921.00	97,701.88	.00	97,701.88
	8290	ALL OTHER FEDERAL REVENUES	2,823,471.00	5,557,432.00	.00	5,557,432.00
	8311	OTH ST APPORTIONMENTS-CURR YR	2,589,156.00	2,990,346.00	.00	2,990,346.00
	8319	OTH ST APPORTIONMENTS-PRIOR YR	.00	.00	.00	.00
	8434	CLASS SIZE REDUCTION K-3	1,361,526.00	2,738,547.00	.00	2,738,547.00
	8550	MANDATED COST REIMBURSEMENTS	.00	150,203.00	.00	150,203.00
	8560	STATE LOTTERY REVENUE	2,050,902.00	2,154,800.00	.00	2,154,800.00
	8590	ALL OTHER STATE REVENUES	6,052,672.00	7,342,029.00	9,773.00	7,351,802.00
	8660	INTEREST	50,000.00	85,000.00	.00	85,000.00
	8675	TRANSPORTATION FEES FROM INDIV	175,000.00	175,000.00	3,466.00	178,466.00
	8677	INTERAGENCY SVCS BETWEEN LEA'S	926,026.00	930,758.00	.00	930,758.00
	8699	ALL OTHER LOCAL REVENUES	518,079.00	2,197,122.00	179,758.00	2,376,880.00
	8792	TRANS OF APPORTION FROM CO OFF	3,567,079.00	3,635,667.00	5,269.00	3,640,936.00
	8919	OTH AUTH INTERFUND TRANS IN	550,800.00	66,800.00	.00	66,800.00
	8980	CONTRIBUTE FROM UNRSTRCTD REV	.00	.00	.00	.00
	8990	CNTRIBUT/TRANS FRM RSTR/UNREST	.00	.00	.00	.00
TOTAL REVENUE			104,787,198.00	117,089,542.88	190,490.00	117,280,032.88

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75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

FUND	OBJECT	DESCRIPTION	BEGINNING BALANCE	03/01/2011 REVISED BALANCE	ADJUSTMENTS	03/31/2011 REVISED BALANCE
01	9770	DESIGNATED FOR ECON UNCERTAIN	-3,328,815.00	-3,328,815.00	.00	-3,328,815.00
	9780	OTHER DESIGNATIONS	-1,500,000.00	-150,000.00	.00	-150,000.00
	9790	UNDESIGNATED/UNAPPROPRIATED	-11,672,635.38	-12,642,180.81	-648,971.29	-13,291,152.10
	9791	BEGINNING BALANCE	-22,660,065.23	-22,660,065.23	.00	-22,660,065.23
	9793	AUDIT ADJUSTMENTS	.00	.00	.00	.00
	9795	OTHER RESTATEMENTS	.00	.00	.00	.00
	9798	BUDGET FUND BALANCE OFFSET	16,737,450.38	16,356,995.81	648,971.29	17,005,967.10
	9799	K12 NET GAIN OR LOSS	.00	6,303,069.42	-648,971.29	5,654,098.13

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

FUND	APPROVED OBJECT	DESCRIPTION	07/28/2010 ADOPTED BUDGET	04/01/2011 REVISED BUDGET	BUDGET ADJUSTMENTS	04/30/2011 REVISED BUDGET
01	1100	TEACHERS' SALARIES	48,296,574.95	50,971,385.07	-311,834.74	50,659,550.33
	1200	CERT PUPIL SUPPORT SALARIES	2,818,448.00	2,830,637.00	.00	2,830,637.00
	1300	CERT SUPRVSRs' & ADMINS' SAL	4,548,564.00	4,535,179.00	-22,212.00	4,512,967.00
	1900	OTHER CERTIFICATED SALARIES	734,371.00	769,269.00	-43,305.00	725,964.00
	2100	INSTRUCTIONAL AIDES' SALARIES	3,350,930.00	3,791,819.00	56,259.86	3,848,078.86
	2200	CLASSIFIED SUPPORT SALARIES	6,419,151.00	7,080,293.39	-110,580.00	6,969,713.39
	2300	CLASS SUPRVSRs' & ADMINS' SAL	1,411,587.00	1,415,003.00	9,141.00	1,424,144.00
	2400	CLERICAL & OFFICE SALARIES	4,061,546.00	4,238,854.82	-29,017.00	4,209,837.82
	2900	OTHER CLASSIFIED SALARIES	448,963.00	456,639.38	-14,441.00	442,198.38
	3101	STRS ON 1000 SALARIES	4,592,181.79	4,808,748.75	-58,054.31	4,750,694.44
	3102	STRS ON 2000 SALARIES	.00	.00	503.00	503.00
	3201	PERS ON 1000 SALARIES	67,876.00	104,946.00	22.00	104,968.00
	3202	PERS ON 2000 SALARIES	1,434,358.00	1,741,566.92	-82,225.22	1,659,341.70
	3311	OASDI ON 1000 SALARIES	39,445.00	56,984.00	380.56	57,364.56
	3312	OASDI ON 2000 SALARIES	789,542.00	843,478.44	-5,748.04	837,730.40
	3321	FICA-MED ON 1000 SALARIES	732,962.00	730,473.49	-1,453.09	729,020.40
	3322	FICA-MED ON 2000 SALARIES	195,703.00	209,534.88	843.95	210,378.83
	3331	ALTER. RETIREMENT ON 1000 SAL	.00	2,501.00	128.74	2,629.74
	3332	ALTER. RETIREMENT ON 2000 SAL	29,191.00	35,995.08	9,896.22	45,891.30
	3411	HEALTH & WELFARE ON 1000 SALS	6,531,977.21	6,711,297.00	-37,710.00	6,673,587.00
	3412	HEALTH & WELFARE ON 2000 SALS	2,713,024.00	2,927,926.00	-79,442.00	2,848,484.00
	3501	STATE UNEMPLOY ON 1000 SALARY	419,151.00	421,331.10	-761.34	420,569.76
	3502	STATE UNEMPLOY ON 2000 SALARY	112,988.00	121,032.69	498.85	121,531.54
	3601	WORKER'S COMP INS ON 1000 SAL	966,863.00	969,767.68	-1,807.88	967,959.80
	3602	WORKER'S COMP INS ON 2000 SAL	260,616.00	279,257.46	1,094.53	280,351.99
	3711	OPEB,ALLOCATED, CERTIFICATED	1,124,043.00	1,334,899.00	.00	1,334,899.00
	3712	OPEB,ALLOCATED, CLASSIFIED	723,173.00	885,251.00	.00	885,251.00
	3801	PERS REDUCTION ON 1000 SALARY	20,631.00	20,698.00	.00	20,698.00
	3802	PERS REDUCTION ON 2000 SALARY	233,355.00	277,790.00	-5,147.00	272,643.00
	3931	GOLDEN HANDSHAKE CERTIFICATED	.00	469,022.66	.00	469,022.66
	3932	GOLDEN HANDSHAKE CLASSIFIED	.00	163,406.55	.00	163,406.55
	3999	BENEFIT PAYROLL ERRORS	.00	.00	.00	.00
	4100	TEXTBOOKS	400,000.00	414,527.00	71,041.00	485,568.00
	4200	BOOKS OTHER THAN TEXTBOOKS	161,573.00	216,933.00	10,968.00	227,901.00
	4300	MATERIALS & SUPPLIES	5,208,315.90	7,823,992.44	31,842.91	7,855,835.35
	4400	NON-CAPITALIZED EQUIPMENT	241,417.00	753,478.00	32,056.00	785,534.00
	5200	TRAVEL & CONFERENCES	82,589.00	234,101.41	-7,562.00	226,539.41
	5300	DUES & MEMBERSHIPS	38,525.00	47,155.00	11,076.00	58,231.00
	5450	OTHER INSURANCE	786,485.00	786,485.00	.00	786,485.00
	5500	OPERATIONS & HOUSEKEEPING SRVC	3,905,522.00	3,949,222.00	34,500.00	3,983,722.00
	5600	RENTS,LEASES,REPAIRS,IMPRVMTS	684,506.00	718,096.77	-21,461.00	696,635.77
	5710	DIR COSTS FOR INTRPRG SERVICES	.00	.00	.00	.00
	5750	DIR COSTS FOR INTERFUND SVCS	-50,000.00	-56,584.00	552.00	-56,032.00
	5800	OTHER SVCS & OPER EXPENDITURES	4,901,309.00	6,102,304.03	90,580.00	6,192,884.03
	5900	INTERGOVERNMENTAL FEES	501,833.00	536,559.00	-20,669.00	515,890.00
	6200	BLDGS & IMPROVEMENT OF BLDGS	419,901.00	452,829.00	.00	452,829.00
	6400	EQUIPMENT	500.00	573,952.00	33,645.00	607,597.00
	6500	EQUIPMENT REPLACEMENT	2,500.00	364,143.00	.00	364,143.00
	7130	STATE SPECIAL SCHOOLS	40,000.00	40,000.00	.00	40,000.00

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APRIL 2011 BUDGET ADJ REPORT

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
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FROM DATE 04/01/2011 TO DATE 04/30/2011

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75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

APPROVED			07/28/2010	04/01/2011	BUDGET	04/30/2011
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	7142	TUITION, EXCESS COSTS TO COE	364,842.00	772,841.00	.00	772,841.00
	7310	TRANSFERS OF INDIRECT COSTS	.00	.00	.00	.00
	7350	TRANS OF INDIRECT - INTERFUND	-212,442.00	-215,362.00	.00	-215,362.00
	7438	DEBT SERVICE - INTEREST	6,978.00	1,172.13	.00	1,172.13
	7439	DEBT SERVICE - PRINCIPAL	148,244.00	54,165.87	.00	54,165.87
	7615	FROM GEN/SPC/BLDG TO DEF MAINT	.00	100,000.00	.00	100,000.00
	7619	OTHER AUTH INTRFND TRANSFRS OUT	.00	59,133.00	.00	59,133.00
TOTAL EXPENSE			110,709,812.85	122,934,131.01	-458,401.00	122,475,730.01

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

APPROVED			07/28/2010	04/01/2011	BUDGET	04/30/2011
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	8011	REVENUE LIMIT ST AID-CURR YEAR	57,049,911.00	62,423,444.00	.00	62,423,444.00
	8019	REVENUE LIMIT ST AID-PRIOR YRS	.00	.00	.00	.00
	8021	HOME OWNERS EXEMPTION	277,105.00	277,105.00	.00	277,105.00
	8040	COUNTY & DISTRICT TAXES	16,681,977.00	15,951,043.00	.00	15,951,043.00
	8042	UNSECURED ROLL TAXES	1,393,726.00	1,393,726.00	.00	1,393,726.00
	8043	PRIOR YEARS' TAXES	21,778.00	21,778.00	.00	21,778.00
	8044	SUPPLEMENTAL TAXES	14,241.00	14,241.00	.00	14,241.00
	8045	ED REVENUE AUGMENT FUND (ERAF)	2,438,203.00	2,438,203.00	.00	2,438,203.00
	8046	SERAF	4,679,359.00	4,679,359.00	.00	4,679,359.00
	8091	REVENUE LIMIT TRANSFERS	.00	.00	.00	.00
	8092	PERS REDUCTION TRANSFER	267,434.00	306,601.00	.00	306,601.00
	8096	TRANSFERS TO CHARTERS, IN LIEU	-1,414,186.00	-1,611,432.00	.00	-1,611,432.00
	8181	SP ED-ENTITLEMENT	2,398,902.00	2,818,687.00	.00	2,818,687.00
	8182	SP ED-DISCRETIONARY GRANTS	221,116.00	247,606.00	.00	247,606.00
	8285	INTERAGENCY CNTRCTS BTWN LEA'S	92,921.00	97,701.88	.00	97,701.88
	8290	ALL OTHER FEDERAL REVENUES	2,823,471.00	5,557,432.00	.00	5,557,432.00
	8311	OTH ST APPORTIONMENTS-CURR YR	2,589,156.00	2,990,346.00	.00	2,990,346.00
	8319	OTH ST APPORTIONMENTS-PRIOR YR	.00	.00	.00	.00
	8434	CLASS SIZE REDUCTION K-3	1,361,526.00	2,738,547.00	.00	2,738,547.00
	8550	MANDATED COST REIMBURSEMENTS	.00	150,203.00	.00	150,203.00
	8560	STATE LOTTERY REVENUE	2,050,902.00	2,154,800.00	.00	2,154,800.00
	8590	ALL OTHER STATE REVENUES	6,052,672.00	7,351,802.00	12,000.00	7,363,802.00
	8660	INTEREST	50,000.00	85,000.00	.00	85,000.00
	8675	TRANSPORTATION FEES FROM INDIV	175,000.00	178,466.00	.00	178,466.00
	8677	INTERAGENCY SVCS BETWEEN LEA'S	926,026.00	930,758.00	.00	930,758.00
	8699	ALL OTHER LOCAL REVENUES	518,079.00	2,376,880.00	84,209.00	2,461,089.00
	8792	TRANS OF APPORTION FROM CO OFF	3,567,079.00	3,640,936.00	.00	3,640,936.00
	8919	OTH AUTH INTERFUND TRANS IN	550,800.00	66,800.00	.00	66,800.00
	8980	CONTRIBUTE FROM UNRSTRCTD REV	.00	.00	.00	.00
	8990	CNTRIBUT/TRANS FRM RSTR/UNREST	.00	.00	.00	.00
TOTAL REVENUE			104,787,198.00	117,280,032.88	96,209.00	117,376,241.88

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SAN JOAQUIN COUNTY OFFICE OF EDUCATION
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75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

FUND	OBJECT	DESCRIPTION	BEGINNING BALANCE	04/01/2011 REVISED BALANCE	ADJUSTMENTS	04/30/2011 REVISED BALANCE
01	9770	DESIGNATED FOR ECON UNCERTAIN	-3,328,815.00	-3,328,815.00	.00	-3,328,815.00
	9780	OTHER DESIGNATIONS	-1,500,000.00	-150,000.00	.00	-150,000.00
	9790	UNDESIGNATED/UNAPPROPRIATED	-11,672,635.38	-13,291,152.10	-554,610.00	-13,845,762.10
	9791	BEGINNING BALANCE	-22,660,065.23	-22,660,065.23	.00	-22,660,065.23
	9793	AUDIT ADJUSTMENTS	.00	.00	.00	.00
	9795	OTHER RESTATEMENTS	.00	.00	.00	.00
	9798	BUDGET FUND BALANCE OFFSET	16,737,450.38	17,005,967.10	554,610.00	17,560,577.10
	9799	K12 NET GAIN OR LOSS	.00	5,654,098.13	-554,610.00	5,099,488.13

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

FUND	APPROVED OBJECT	DESCRIPTION	07/28/2010 ADOPTED BUDGET	05/01/2011 REVISED BUDGET	BUDGET ADJUSTMENTS	05/31/2011 REVISED BUDGET
01	1100	TEACHERS' SALARIES	48,296,574.95	50,659,550.33	104,375.23	50,763,925.56
	1200	CERT PUPIL SUPPORT SALARIES	2,818,448.00	2,830,637.00	-89.46	2,830,547.54
	1300	CERT SUPRVSRs' & ADMINS' SAL	4,548,564.00	4,512,967.00	38,985.00	4,551,952.00
	1900	OTHER CERTIFICATED SALARIES	734,371.00	725,964.00	7,500.00	733,464.00
	2100	INSTRUCTIONAL AIDES' SALARIES	3,350,930.00	3,848,078.86	41,087.51	3,889,166.37
	2200	CLASSIFIED SUPPORT SALARIES	6,419,151.00	6,969,713.39	330,891.01	7,300,604.40
	2300	CLASS SUPRVSRs' & ADMINS' SAL	1,411,587.00	1,424,144.00	56.73	1,424,200.73
	2400	CLERICAL & OFFICE SALARIES	4,061,546.00	4,209,837.82	4,647.02	4,214,484.84
	2900	OTHER CLASSIFIED SALARIES	448,963.00	442,198.38	2,797.52	444,995.90
	3101	STRS ON 1000 SALARIES	4,592,181.79	4,750,694.44	12,206.51	4,762,900.95
	3102	STRS ON 2000 SALARIES	.00	503.00	.00	503.00
	3201	PERS ON 1000 SALARIES	67,876.00	104,968.00	29.56	104,997.56
	3202	PERS ON 2000 SALARIES	1,434,358.00	1,659,341.70	7,036.07	1,666,377.77
	3311	OASDI ON 1000 SALARIES	39,445.00	57,364.56	67.46	57,432.02
	3312	OASDI ON 2000 SALARIES	789,542.00	837,730.40	21,836.15	859,566.55
	3321	FICA-MED ON 1000 SALARIES	732,962.00	729,020.40	5,839.40	734,859.80
	3322	FICA-MED ON 2000 SALARIES	195,703.00	210,378.83	6,572.25	216,951.08
	3331	ALTER. RETIREMENT ON 1000 SAL	.00	2,629.74	76.74	2,706.48
	3332	ALTER. RETIREMENT ON 2000 SAL	29,191.00	45,891.30	3,427.25	49,318.55
	3411	HEALTH & WELFARE ON 1000 SALS	6,531,977.21	6,673,587.00	.12	6,673,587.12
	3412	HEALTH & WELFARE ON 2000 SALS	2,713,024.00	2,848,484.00	-18.93	2,848,465.07
	3501	STATE UNEMPLOY ON 1000 SALARY	419,151.00	420,569.76	1,155.25	421,725.01
	3502	STATE UNEMPLOY ON 2000 SALARY	112,988.00	121,531.54	2,832.51	124,364.05
	3601	WORKER'S COMP INS ON 1000 SAL	966,863.00	967,959.80	2,693.83	970,653.63
	3602	WORKER'S COMP INS ON 2000 SAL	260,616.00	280,351.99	6,246.60	286,598.59
	3711	OPEB,ALLOCATED, CERTIFICATED	1,124,043.00	1,334,899.00	.00	1,334,899.00
	3712	OPEB,ALLOCATED, CLASSIFIED	723,173.00	885,251.00	.00	885,251.00
	3801	PERS REDUCTION ON 1000 SALARY	20,631.00	20,698.00	.00	20,698.00
	3802	PERS REDUCTION ON 2000 SALARY	233,355.00	272,643.00	2,877.01	275,520.01
	3931	GOLDEN HANDSHAKE CERTIFICATED	.00	469,022.66	.00	469,022.66
	3932	GOLDEN HANDSHAKE CLASSIFIED	.00	163,406.55	.00	163,406.55
	3999	BENEFIT PAYROLL ERRORS	.00	.00	.00	.00
	4100	TEXTBOOKS	400,000.00	485,568.00	-200,983.98	284,584.02
	4200	BOOKS OTHER THAN TEXTBOOKS	161,573.00	227,901.00	-92,449.60	135,451.40
	4300	MATERIALS & SUPPLIES	5,208,315.90	7,855,835.35	-3,405,514.39	4,450,320.96
	4400	NON-CAPITALIZED EQUIPMENT	241,417.00	785,534.00	101,337.00	886,871.00
	5200	TRAVEL & CONFERENCES	82,589.00	226,539.41	804.23	227,343.64
	5300	DUES & MEMBERSHIPS	38,525.00	58,231.00	-11,990.00	46,241.00
	5450	OTHER INSURANCE	786,485.00	786,485.00	-100,000.00	686,485.00
	5500	OPERATIONS & HOUSEKEEPING SRVC	3,905,522.00	3,983,722.00	7,000.00	3,990,722.00
	5600	RENTS,LEASES,REPAIRS,IMPRVMTS	684,506.00	696,635.77	134.76	696,770.53
	5710	DIR COSTS FOR INTRPRG SERVICES	.00	.00	.00	.00
	5750	DIR COSTS FOR INTERFUND SVCS	-50,000.00	-56,032.00	1,302.00	-54,730.00
	5800	OTHER SVCS & OPER EXPENDITURES	4,901,309.00	6,192,884.03	-158,811.67	6,034,072.36
	5900	INTERGOVERNMENTAL FEES	501,833.00	515,890.00	16,107.86	531,997.86
	6200	BLDGS & IMPROVEMENT OF BLDGS	419,901.00	452,829.00	74,191.54	527,020.54
	6400	EQUIPMENT	500.00	607,597.00	88,599.28	696,196.28
	6500	EQUIPMENT REPLACEMENT	2,500.00	364,143.00	-54,259.36	309,883.64
	7130	STATE SPECIAL SCHOOLS	40,000.00	40,000.00	.00	40,000.00

FCR270
MAY 2011 BUDGET ADJ REPORT

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
BUDGET ADJUSTMENT REPORT
FROM DATE 05/01/2011 TO DATE 05/31/2011

#J7472

PAGE: 2
06/01/2011

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

APPROVED			07/28/2010	05/01/2011	BUDGET	05/31/2011
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	7142	TUITION, EXCESS COSTS TO COE	364,842.00	772,841.00	.00	772,841.00
	7310	TRANSFERS OF INDIRECT COSTS	.00	.00	.00	.00
	7350	TRANS OF INDIRECT - INTERFUND	-212,442.00	-215,362.00	.00	-215,362.00
	7438	DEBT SERVICE - INTEREST	6,978.00	1,172.13	.00	1,172.13
	7439	DEBT SERVICE - PRINCIPAL	148,244.00	54,165.87	1,575.00	55,740.87
	7615	FROM GEN/SPC/BLDG TO DEF MAINT	.00	100,000.00	.00	100,000.00
	7619	OTHER AUTH INTRFND TRNSFRS OUT	.00	59,133.00	.00	59,133.00
TOTAL EXPENSE			110,709,812.85	122,475,730.01	-3,129,828.99	119,345,901.02

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

APPROVED			07/28/2010	05/01/2011	BUDGET	05/31/2011
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	8011	REVENUE LIMIT ST AID-CURR YEAR	57,049,911.00	62,423,444.00	.00	62,423,444.00
	8019	REVENUE LIMIT ST AID-PRIOR YRS	.00	.00	.00	.00
	8021	HOME OWNERS EXEMPTION	277,105.00	277,105.00	.00	277,105.00
	8040	COUNTY & DISTRICT TAXES	16,681,977.00	15,951,043.00	.00	15,951,043.00
	8042	UNSECURED ROLL TAXES	1,393,726.00	1,393,726.00	.00	1,393,726.00
	8043	PRIOR YEARS' TAXES	21,778.00	21,778.00	.00	21,778.00
	8044	SUPPLEMENTAL TAXES	14,241.00	14,241.00	.00	14,241.00
	8045	ED REVENUE AUGMENT FUND (ERAF)	2,438,203.00	2,438,203.00	.00	2,438,203.00
	8046	SERAF	4,679,359.00	4,679,359.00	.00	4,679,359.00
	8091	REVENUE LIMIT TRANSFERS	.00	.00	.00	.00
	8092	PERS REDUCTION TRANSFER	267,434.00	306,601.00	.00	306,601.00
	8096	TRANSFERS TO CHARTERS, IN LIEU	-1,414,186.00	-1,611,432.00	.00	-1,611,432.00
	8181	SP ED-ENTITLEMENT	2,398,902.00	2,818,687.00	73,283.00	2,891,970.00
	8182	SP ED-DISCRETIONARY GRANTS	221,116.00	247,606.00	.00	247,606.00
	8285	INTERAGENCY CNTRCTS BTWN LEA'S	92,921.00	97,701.88	.00	97,701.88
	8290	ALL OTHER FEDERAL REVENUES	2,823,471.00	5,557,432.00	83,886.00	5,641,318.00
	8311	OTH ST APPORTIONMENTS-CURR YR	2,589,156.00	2,990,346.00	.00	2,990,346.00
	8319	OTH ST APPORTIONMENTS-PRIOR YR	.00	.00	.00	.00
	8434	CLASS SIZE REDUCTION K-3	1,361,526.00	2,738,547.00	.00	2,738,547.00
	8550	MANDATED COST REIMBURSEMENTS	.00	150,203.00	.00	150,203.00
	8560	STATE LOTTERY REVENUE	2,050,902.00	2,154,800.00	.00	2,154,800.00
	8590	ALL OTHER STATE REVENUES	6,052,672.00	7,363,802.00	3,000.00	7,366,802.00
	8660	INTEREST	50,000.00	85,000.00	.00	85,000.00
	8675	TRANSPORTATION FEES FROM INDIV	175,000.00	178,466.00	.00	178,466.00
	8677	INTERAGENCY SVCS BETWEEN LEA'S	926,026.00	930,758.00	.00	930,758.00
	8699	ALL OTHER LOCAL REVENUES	518,079.00	2,461,089.00	307,905.00	2,768,994.00
	8792	TRANS OF APPORTION FROM CO OFF	3,567,079.00	3,640,936.00	.00	3,640,936.00
	8919	OTH AUTH INTERFUND TRANS IN	550,800.00	66,800.00	.00	66,800.00
	8980	CONTRIBUTE FROM UNRSTRCTD REV	.00	.00	.00	.00
	8990	CNTRIBUT/TRANS FRM RSTR/UNREST	.00	.00	.00	.00
TOTAL REVENUE			104,787,198.00	117,376,241.88	468,074.00	117,844,315.88

FCR270
MAY 2011 BUDGET ADJ REPORT

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
BUDGET ADJUSTMENT REPORT
FROM DATE 05/01/2011 TO DATE 05/31/2011

#J7472

PAGE: 4
06/01/2011

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

FUND	OBJECT	DESCRIPTION	BEGINNING BALANCE	05/01/2011 REVISED BALANCE	ADJUSTMENTS	05/31/2011 REVISED BALANCE
01	9770	DESIGNATED FOR ECON UNCERTAIN	-3,328,815.00	-3,328,815.00	.00	-3,328,815.00
	9780	OTHER DESIGNATIONS	-1,500,000.00	-150,000.00	.00	-150,000.00
	9790	UNDESIGNATED/UNAPPROPRIATED	-11,672,635.38	-13,845,762.10	-1,780,517.99	-15,626,280.09
	9791	BEGINNING BALANCE	-22,660,065.23	-22,660,065.23	.00	-22,660,065.23
	9793	AUDIT ADJUSTMENTS	.00	.00	.00	.00
	9795	OTHER RESTATEMENTS	.00	.00	.00	.00
	9798	BUDGET FUND BALANCE OFFSET	16,737,450.38	17,560,577.10	3,597,902.99	21,158,480.09
	9799	K12 NET GAIN OR LOSS	.00	5,099,488.13	-3,597,902.99	1,501,585.14



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: June 1, 2011
SUBJECT: Approve Accounts Payable Warrants (March-May, 2011)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (March-May, 2011)

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



BUSINESS SERVICES MEMORANDUM

TO: James Franco, Superintendent
FROM: C. Goodall, Associate Superintendent for Business
DATE: September 2, 2011
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 when applicable; 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.

RECOMMENDATIONS: Approve Assembly Vendors and Site Assembly Utilization Calendars

PREPARED BY: Cindy Everhart, Facility Use Secretary

Board Approved	Vendor	Insurance Expires
*FLAMES ARE PROHIBITED INDOORS ON DISTRICT PROPERTY See specifics below		
*ADDING NEW VENDORS FOR BOARD APPROVAL:		
*	Family Resource & Referral Center, Mona Perez-461-2721. First 5 Info-Healthy Eating habits, activities to promote good health.	3/17/2012
*	Youth for Christ - Point Break Adolescent Resources. Violence Prevention Services. Contact Joan Stone in Prevention Services 830-3218.	5/1/2012
*	Athletic Perfection - Cheer Routine choreography. Jennifer Moore 609-8736, jennwhip29@hotmail.com, julie@athleticperfectioncheer.com, www.athleticperfectioncheer.com	5/14/2012
*	California Weekly Explorer, Inc. History Programs, Barry Hovis, 714-247-2250, barrycwe@aol.com, info@californiaweekly.com, www.californiaweekly.com	2/1/2012
*	Rachel's Challenge, Inc., Anti-Bullying, Character & Kindness Program. Tim Kiehne, 877-895-7060 x 709, tim@rachelschallenge.org, www.rachelschallenge.org	5/26/2012
↓ APPROVED LIST BELOW ↓		
1/25/11	Sorren Bennick Productions - Power of One Anti-Bullying Program 1-866-816-5808, To view a video clip of the show, go to www.sorenbennick.com; enter the Power of One section, click on the Principals Only field, and use the password: "impact" and the username: "impact".	9/18/2012
3/8/11	Peacemakers - Paul Hall -phall@tUSD.net or Kevin James -kev4jam@sbcglobal.net	11/1/2012
8/28/07	Theater for Children, B Street Theater Programs, Lea Ladd, 916.443.5391 x112	12/1/2011
10/9/07	Mad Science, Danielle Mae Lee, danielle@madsciencesacto.com, 916-736-2924, Elena Michel elena@madsciencesacto.com (Fire & Ice Show not allowed)	12/1/2011
1/25/11	Kaiser Permanente - Dean Starnes, dean.starnes@kp.org, 510-987-2223, www.Kp.org/etp/ncal, Programs "Community Troupe", PEACE Signs "The Best Me", "Nightmare on Puberty ST." and "Secrets".	1/1/2012

Board Approved	Vendor	Insurance Expires
11/9/10	Pacific Dental Services/Tracy Smiles/My Kids Dentist & Orthodontist-Meghan Stephens - 836-5441- stephensm@pacificdentalservices.com, Cammy Harvey - harveyc@pacificdentalservices.com. www.tracysmilesdental.com. 2600 S. Tracy Blvd. Ste. 160 & 170	1/1/2012
8/9/11	Graphic & Wear, Steve Lewis, gicts@sbcglobal.net, steve@gicgraphicwear.com, www.gicgraphicwear.com, 723-9817	1/9/2012
8/25/09	Soul Shoppe, Vicki Abadesco, 415.333.9347, info@soulshoppe.com	2/1/2012
2/12/08	Sparkles the Clown, Terry Donaldson - 835-8383, www.sparklesdelight.com	5/1/2012
2/12/08	Ravioli the Clown - Denis Martinez - 835.3535, www.raviolitheclown.com	5/1/2012
5/10/11	DJ Ran Productions-Mobile Disc Jockey Services. djran@mail.com, www.djran-tracy.webs.com, 229-3802, djranproductions@live.com	5/1/2012
8/28/07	Horizon Intertainment - Teen Truth Anti Bully JC Pohl 818 755 8800 , jc@teentruthlive.com	5/18/2012
5/24/11	Café Art - Julie (925) 373-0222, admin@ceramic- cafeart.com, www.ceramic-cafeart.com	5/26/2012
12/14/10	David Greenberg - Author - 360-560-7766. fax # 503-842- 1290. authilus@teleport.com.www.authorsillustrators.com/green berg/greenberg.htm	6/18/2012
	LMG Attractions-Dave Tillman, DJ Services, www.lmgattractions.com, 275-0226	8/1/2012
11/13/07	Bureau of Lectures & Ancient Artifacts John Tacha or Terry Lyman 800.255.0084, (FIRE SHOW NOT ALLOWED) www.assemblyline.com/index.html bureau@assemblyline.com	8/20/2012
4/12/11	John Searle - Stage Workshops, johnsearles1@aol.com, www.johnsearlesfights.com/index.shtml	8/31/2012
10/23/07	Lawrence Hall of Science, 510-642-1700, pfsreq@berkeley.edu, www.lawrencehallofscience.org	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 Joel Lipkan - jlipkin@comcast.net	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
*Section 308.3 Open Flame. A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or E occupancies in accordance with Appendix Chapter 1, Section 105.6.		
Please remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property. Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and/or District fines ranging from \$250 – 1,000.		
FOOD VENDORS:		
OUTDOORS ONLY - Make sure barbeques are 10 feet away from any building or structure. Place drip pans or tarps under barbeques to avoid spillage on pavement. Do not dump grease, oil, briquettes or barbeques anywhere on TUSD property or in garbage cans or dumpster. If accident spill occurs you are to provide an oil absorbent and clean properly		
10/13/09	Famous Dave's BBQ Catering: 866-408-7427 fax 833-9043 www.famousdaves.com	10/1/2011
12/8/09	Texas Roadhouse- Tim Lund, 830-1133, store_tracy@texasroadhouse.com,	12/1/2011
8/23/11	How Ya Bean-Paul Vogt-681-1790, paul_vogt@howyabean.com, coffee, espresso, smoothies	2/11/2012
5/24/11	American Dog - Ray Rhead, 834-1364, ameridogg@comcast.net	4/23/2012

Board Approved	Vendor	Insurance Expires
*Section 308.3 Open Flame. A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or E occupancies in accordance with Appendix Chapter 1, Section 105.6.		
Please remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property. Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and/or District fines ranging from \$250 – \$1,000.		



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: *agab* Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: September 2, 2011
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/Tracy High School ASB: From: Tracy Youth Football League/Tracy Buccameers. The donation is in the amount of \$5,000.00 (ch. #2339). This donation will be used for Tracy High School Football.
2. Tracy Unified School District/Kimball High School ASB: From: Fun Events Company. The donation is in the amount of \$1,450.00 (ch. #2670). This donation will be used for the Kimball High School Cheerleading Team.
3. Tracy Unified School District: From: Trosien Orthodontics. The donation has an estimated value of \$3,479.26. This donation includes miscellaneous school supplies and backpacks from Dr. Trosien's "Stuff the Bus" campaign at WalMart on August 13, 2011.
4. Tracy Unified School District/Tracy High School ASB: From: Tracy Future Farmers of America Foundation. The donation is in the amount of \$2,000.00 (ch. #1071). This donation will be used for Tracy High FFA.
5. Tracy Unified School District: From: Bio-Rad Laboratories. The donation has a value of \$7,050.00. This donation includes sixty books by Kirk J. Brown entitled *Biotechnology: A Laboratory Skills Course*.

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

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

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

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: September 2, 2011
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**

A. Vendor: San Joaquin County Office of Education / San Joaquin Outdoor Education
Site: Art Freiler, Monte Vista Middle School, George Kelly and Williams Middle School
Item: Agreement for the Provision of San Joaquin Outdoor School Program
Services: Science Camp location including meals, snacks, lodging, program supplies, trained naturalists and transportation.
Cost: \$265.00/per pupil
Project Funding: Fundraising

B. Vendor: All City Management Services
Site: Bohn School
Item: Agreement for Crossing Guard Services
Services: Agreement for Crossing Guard Services for the 2011-2012 school year.
Cost: \$14.04 per hour and shall not exceed \$7,582.00.
Project Funding: General Fund

C. Vendor: Kontraband Interdiction & Detection Services, Inc. (K.I.D.S.)
Site: All Sites
Item: Agreement
Services: Agreement for substance awareness, consulting and detection services.
Cost: \$365.00 per team for a minimum of 24 full day visits.
Project Funding: General Fund

D. Vendor: University of California, Berkeley School of Optometry
Site: All K-5 Sites
Item: Agreement
Services: Modified clinical technique vision screening, per state mandate, stands, retinoscopy, ophthalmoscopy, cover tests Snellen/E acuity and color vision on males only.
Cost: \$3.25 per student, not to exceed a total of \$9,700.00.
Project Funding: Health Services

E. Vendor: Stanislaus County Superintendent of Schools, California ("SCO")
Site: All K-5 Sites
Item: Agreement
Services: Hearing conservation services for the 2011-12 school year
Cost: \$4.14 per student/child, or \$8.51 per student/child in a wheel chair or that otherwise cannot enter the van. In addition, SCO will receive mileage at the IRS standard mileage rate per diem rate at the time of service for travel as measured by the mileage between SCO and the site where services are provided.
Project Funding: Health Services

F.	Vendor:	School Improvement Network
	Site:	All K-5 Sites
	Item:	PD 360 and Observation 360 Purchase and Pricing Agreement
	Services:	A web-based, on-demand professional learning resource.
	Cost:	\$1,225.00.
	Project Funding:	Education Services



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: September 2, 2011
SUBJECT: **Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

BACK GROUND: 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**

A. Vendor: AMS.NET
Site: Multiple Schools–MDF/IDF Safety/Security Project
Item: Quote
Services: Cisco IP Phones replacements for I.G.C.G, Jacobson, Kelly, McKinley, North, Poet, South/West Park, Stein, Tracy High, Villalovoz, West High and Williams Schools.
Cost: \$47,768.56
Project Funding: Measure S Bond Funds

B. Vendor: Decotech
Site: Multiple Schools–Modernization of Cabling Communication Infrastructure
Item: Quote
Services: LCD Projectors for A/V systems pertaining to the modernization of Bohn, Central, Duncan Russell, Freiler, Jacobson, Kelly, North, Poet, South/West Park, Stein, Tracy High, West High and Williams Schools.
Cost: \$96,396.63
Project Funding: Measure S Bond Funds

C. Vendor: Lowest Quote
Site: Jacobson Elementary School–MPR IDF
Modernization of Cabling Communication Infrastructure
Item: Quote
Services: Modernization of IDF in Jacobson's MPR building and MDF in Administration Building.
Cost: To Be Determined by the Lowest Quote Provided
Project Funding: Measure S Bond Funds

D. Vendor: Bockmon & Woody Electric Company, Inc.
Site: Multiple Schools–Project #2011-007
Modernization of Cabling Communication Infrastructure
Item: Change Order #2
Services: Scope of work documented on the change order summary
Cost: \$5,658.60
Project Funding: Measure S Bond Funds

E. Vendor: AMS.NET
Site: West High School–Project #2011-006 Modernization of Cabling Communication Infrastructure
Item: Change Order #4
Services: Scope of work documented on the change order summary
Cost: \$1,274.60
Project Funding: Measure S Bond Funds

F. Vendor: AMS.NET
Site: Multiple Schools - Project #2011-009 Cisco IP Security Camera
Item: Change Order #1
Services: Scope of work documented on the change order summary
Cost: \$57,548.91
Project Funding: Measure S Bond Funds

G. Vendor: AMTECH Building Sciences, Inc.
Site: McKinley Elementary School Modernization
Item: Proposal
Services: Consulting Services to re-roof four (4) relocatable classrooms on the McKinley school site.
Cost: \$4,800.00 estimated + reimbursable
Project Funding: Measure S Bond Funds



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: September 2, 2011
SUBJECT: Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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


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

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

A. Vendor:	Roebbelen Contracting, Inc.
Site:	Tracy High School – Modernization/Reconstruction – Library/Classrooms
Item:	Change Order #9
Services:	Scope of work documented on the change order summary.
Cost:	\$11,501.00 Deduction from contingency allowance previously included in contract.
Project Funding:	Measure E Bond Funds and State School Building Fund (SSBF)



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM:  Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: August 31, 2011
SUBJECT: Ratify Overnight Travel for Tracy High Women's Varsity Water Polo Team's Attendance at the Silver State Shootout in Reno, NV on September 8-11, 2011.

BACKGROUND: Sixteen members of the Tracy High Women's Varsity Water Polo Team participated in the Silver State Shootout in Reno, Nevada on September 8-11, 2011. Coach Keith Britt, Coach Kevin Trew and four parents transported athletes and chaperoned the trip. The team traveled by District van and private vehicles, all drivers were District approved prior to the trip. They stayed at the Grand Sierra Hotel in Reno. The Silver State Shootout is one of the best tournaments for Varsity High School athletes on the west coast. The games took place at the Idlewild Pool Complex which features an Olympic size pool. It is necessary to ratify this agenda due to the late submission of the request, by the coach.

RATIONALE: This experience provides the participating athletes with a valuable opportunity to build on teamwork, enhance team chemistry and a chance to compete with other student athletes outside of their geographical area. This aligns with Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff and Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: The tournament fee of \$350 was paid out of the Water Polo budget. Expenses for traveling were expected to be \$150 per participating athlete for the four day event. Fundraisers and donations were held to off set the cost for the athletes.

RECOMMENDATION: Ratify Overnight Travel for Tracy High Women's Varsity Water Polo Team's Attendance at the Silver State Shootout in Reno, NV on September 8-11, 2011.

Prepared by: Jason Noll, Principal, Tracy High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: August 31, 2011
SUBJECT: Approve Overnight Travel for Tracy High School Varsity Girls' Basketball Team to Participate in the Fort Bragg High School Timberwolves Holiday Classic Basketball Tournament in Fort Bragg, CA on December 18-22, 2011.

BACKGROUND: The Tracy High Varsity Girls' Basketball Team would like to participate in the Fort Bragg High School Timberwolves Holiday Classic Basketball Tournament at Fort Bragg High School in Fort Bragg, CA. Approximately 12 players and 3 coaches will attend this event. They will travel to Fort Bragg on December 18 and return home on December 22, 2011. The team will travel by District vans, driven by District approved drivers. The team will stay at the Holiday Inn Express in Fort Bragg, CA. The team will be chaperoned by Coach Solano and assistant coaches throughout the duration of the trip.

RATIONALE: Four possible overnights are required to provide the basketball team ample time to rest and prepare for their game as well as the possibility of a late night game on the last night of the tournament. The Basketball team is strengthened by the opportunity to play together in this tournament. This time together will allow for "team building" on and off the court. This is a wonderful opportunity and ties in with Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff and Strategic Goal # 7: Develop and utilize partnerships to achieve District goals.

FUNDING: The Tracy High Athletic Department will pay the \$750.00 transportation cost for District vans to be driven by the coaches. Individual players will pay for additional food and miscellaneous expenses. The Tracy High School Girls' Basketball Program (ASB) will pay the \$350.00 tournament fee for the team and the cost for the hotels rooms.

RECOMMENDATION: Approve Overnight Travel for Tracy High School Varsity Girls' Basketball Team to Participate in the Fort Bragg High School Timberwolves Holiday Classic Basketball Tournament in Fort Bragg, CA on December 18-22, 2011.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: ~~Dr. James C. Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: August 25, 2011
SUBJECT: Approve Agreement for Special Contract Services between DataWORKS Educational Research and Central School for the 2011- 2012 School Year.

BACKGROUND: Central School has contracted with DataWORKS Educational Research in the past (2006-2007, 2007-2008). The staff recognizes that their assistance and consultation helped Central teachers to focus on teaching the standards, improving instructional practices and resulted in approving student achievement.

RATIONALE: Central School is committed to improving teacher instruction of the state standards and closing the achievement gap. The outcome of the curriculum calibration, training and data collection with DataWORKS Educational Research will result in improving alignment to the grade level standards. DataWORKS Educational Research will collect student work, study it and calibrate it to the standards. They will then present the findings and ways to most effectively align curriculum to state standards. This request supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between identified student subgroups is closed and Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: Site Categorical funding, EIA will cover these costs. The total amount paid to DataWORKS Educational Research will not exceed \$7,500.

RECOMMENDATION: Approve Agreement for Special Contract Services between DataWORKS Educational Research and Central School for the 2011- 2012 School Year.

Prepared by: Nancy Morgan Link, Central School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and DataWORKS Educational Research 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 Curriculum Calibration and consultation to Central School to focus in on teaching standards, improving instructional practices and thus increasing student achievement
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 30 days HOURS/DAY (s)/FLAT RATE (circle one), under the terms of this agreement at the following location: either Tracy Unified School District or DataWORKS Educational Research.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$7,500 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 7,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; ~~[X]~~ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS, [~~X~~] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on September 19, 2011, and shall terminate on June 30, 2012.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Nancy Morgan Link at (209) 830-3303 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)/Tax ID #

Date

Title

Address & Phone #

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.**

Central Elementary School 2011-2012 School Year Contract

Date:	August 4, 2011	P.O#
Name of School:	Central Elementary	Name of District: Tracy Unified
Address:	1370 Parker Ave.	Address: 1875 West Lowell Ave.
	Tracy, CA 95376	Tracy, CA 95376
Telephone #:	(209) 830-3303	Telephone: (209) 830-3200
Fax #:	(209) 830-3304	Fax #:
Principal:	Nancy Link	Contact Person:
Email:	nlink@tusd.net	Email:

☒ Send Contract to School

☐ Send Contract to District

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

Contract #3699

Training	Purpose	Comments	Job #	Presenter <small>subject to change</small>	Cost
Curriculum Calibration Collection with half day after school staff development	DataWORKS will analyze the standards alignment and breadth of coverage of one week's collection of student work and provide a detailed disaggregated analysis of the resulting data to the schools leadership team or staff to be used for improving school processes. (Includes a 2 hour on site workshop presentation of data to leadership or all staff)	Collection Date: September 19, 2011 Audience Qty: TBD Location: TBD Presentation Date: TBD Presentation Time: TBD	13574	Consultant will be assigned based on availability at time of contract approval	\$7,500/school Total cost for this service is: \$7,500

Total cost: \$7,500.00

For the most effective group setting, DataWORKS has found that workshops with less than 50 attendees internalize and implement a greater amount of information over larger group settings.

The cost for these services will be **\$7,500.00** (*traveling expenses included*). Please send your purchase order for billing purposes and reference the Contract ID on the purchase order.

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

Please sign both originals and return one to DataWORKS.

Approved and accepted by:

August 4, 2011
DataWORKS Ed. Authorized Signature: Date:

School/District Authorized Signature: Date:

Martha Aguilar-Vice President
Print Name and Title

Print Name and Title



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: August 26, 2011
SUBJECT: Ratify Agreement for School Counseling Services with San Joaquin County Office of Education for the 2011-2012 School Year.

BACKGROUND: The Prevention Services Office coordinates the Student Assistance Program (SAP) which includes prevention and intervention services, mandatory counseling for substance abuse violations, anger management counseling, unauthorized group awareness counseling and individual on-site gang intervention. School based therapeutic counseling services are being offered to at-risk students who have Medi-Cal or Healthy Families coverage and are attending our continuation schools. This agenda needs ratification due to grant funding time lines.

RATIONALE: Students attending continuation schools are frequently at-risk for academic failure including leaving school without a high school diploma. Many of these students are also at higher risk for other types of problems including substance abuse, gang involvement, depression and suicidal ideation. San Joaquin County Office of Education is providing licensed therapists to provide counseling services to our most at-risk students at Stein Continuation High School and Willow Day School. This supports Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff and Strategic Goal #7: Develop and utilize partnerships to achieve District Goals.

FUNDING: There are no fees for services provided by San Joaquin County Office of Education.

RECOMMENDATION: Ratify Agreement for School Counseling Services with San Joaquin County Office of Education for the 2011-2012 School Year.

Prepared by: Joan E. McCready, Coordinator Prevention Services Office



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

AGREEMENT FOR SCHOOL COUNSELING SERVICES
TRACY UNIFIED SCHOOL DISTRICT

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and TRACY UNIFIED SCHOOL DISTRICT for consultant and/or special services to be performed by an employee of SJCOE on behalf of SJCOE. The two parties, SJCOE and TRACY UNIFIED SCHOOL DISTRICT, mutually agree to the following terms and conditions:

I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for TAMMY SOUZA and/or QUWIALA WASHINGTON and/or DIANE REDMON and/or JUAN ALVAREZ of San Joaquin County Office of Education, to provide service to TRACY UNIFIED SCHOOL DISTRICT as a licensed clinician and/or clinician intern and other duties as may be assigned under the direction of Gary F. Dei Rossi, Ed.D., Deputy Superintendent, Student Programs and Services.

Scope of Work

School based Therapeutic Counseling Services not limited to:

1. Provide Individual or group counseling to at risk students at continuation sites who have Medi-Cal or Healthy Families.
2. Provide case management of students who return.
3. Provide all necessary informational supplies, consent forms and Information Statements that TUSD will disseminate to their students, staff, and community.
4. Maintain on file records and consent forms for the students that are treated.
5. Participate in SJCOE's Medi-Cal Administrative Activities Program.
6. Work with the district PEI Coordinator.
7. Maintain HIPAA Compliance.

II. TERM OF AGREEMENT

Services to TRACY UNIFIED SCHOOL DISTRICT will start on or about July 1, 2011, and will be concluded on or about May 30, 2012. Dates will be scheduled by mutual agreement and are dependent on the school schedule and school counselor availability.

III. COMPENSATION

In all matters, including salary, medical benefits, seniority, workers' compensation, PERS, and associated issues, TAMMY SOUZA and/or QUWIALA WASHINGTON and/or DIANE REDMON and/or JUAN ALVAREZ will remain a temporary employee of San Joaquin County Office of Education.

In consideration of the services provided by TAMMY SOUZA and/or QUWIALA WASHINGTON and/or DIANE REDMON and/or JUAN ALVAREZ, TRACY UNIFIED SCHOOL DISTRICT will provide the SJCOE clinicians/counselors with a room to perform counseling services, computer hook-up, and access to the student records of the student receiving counseling services, and assist with evaluation efforts to promote program sustainability.

IV. EXTENSION OF TERM

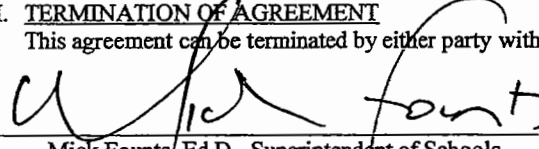
By mutual consent of the parties hereto, the term of service described herein in Article I may be extended by reformation of this Agreement and attachment hereto of an addendum mutually executed setting forth the extended term.

V. CERTIFICATION OF NON-EMPLOYEE STATUS

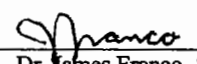
The SJCOE certifies that at all times the SJCOE is acting as an independent contractor and not an employee of TRACY UNIFIED SCHOOL DISTRICT. TRACY UNIFIED SCHOOL DISTRICT agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and employees of the SJCOE against any and all claims which may result from this agreement. The SJCOE agrees to make no claim against the TRACY UNIFIED SCHOOL DISTRICT for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees the SJCOE is not entitled to any such benefits.

VI. TERMINATION OF AGREEMENT

This agreement can be terminated by either party with 30 days advanced written notice.


Mick Founts, Ed.D., Superintendent of Schools
San Joaquin County Office of Education

8/11/11
Date


Dr. James Franco, Superintendent
Tracy Unified School District

8/25/11
Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: August 17, 2011
SUBJECT: Approve Overnight Travel for Maria Pozsar to Attend the IB Teacher Training Workshop French B, Sponsored by the International Baccalaureate Organization in Miami Beach, Florida on October 28 - October 31, 2011.

BACKGROUND: The International Baccalaureate Organization (IBO) draws on a recognizable common educational framework that provides consistent structure of aims and values for international education. As an IBO World School, Tracy High is required to train IB teachers through IBO-sponsored workshops in order to deliver the IB curriculum to students. This necessity ensures a strong teaching staff that is trained in all aspects of IB, as well as the IB course curriculum.

RATIONALE: Maria Pozsar is teaching IB French levels 3 and 4. Because her employment status was unknown in May 2011, we were unable to send her to training in the summer. The training in Florida is the only IB training available this school year in the continental United States for IB French. This meets District Goal #1: Prepare all students for college and careers; District Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; and District Goal #6: Develop and support a high performing workforce.

FUNDING: The IB Grant Fund will fund this teacher training conference. The cost breakdown is as follows: Substitute Teacher for 2 days, \$350.00 (approximately); Registration, \$675.00; Lodging \$705.12; Air Fare \$600.00 (approximately); Mileage \$33.30 (approximately); Meals \$144.00 (approximately); Airport Parking and Shuttles \$125.00 (approximately). The total expenses shall not exceed \$2,632.42.

RECOMMENDATION: Approve Overnight Travel for Maria Pozsar to Attend the IB Teacher Training Workshop French B, Sponsored by the International Baccalaureate Organization in Miami Beach, Florida on October 28 - October 31, 2011.

Prepared by: Jason Noll, Principal, Tracy High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: August 30, 2011
SUBJECT: Ratify Master Contract and Individual Services Agreement with Stockton Education Center, NPS, for School Year 2011-2012

BACKGROUND: At present, there are two Tracy Unified School District students 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 the needs of these children. Based on the IEP, these students were placed in a structured setting with a behavioral component not available in the public setting. This request supports District Goal 3: Provide a safe and equitable learning environment for all students and staff and Goal 7: Develop and utilize partnerships to achieve District goals.

FUNDING: Contract expenses for 2 students for the 2011-2012 school year with per diem costs include 180 days of basic education at \$142.50, 30 days of extended school year at \$142.50 and transportation costs at \$85.00 for a total of \$59,625.00. 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, for School Year 2011-2012

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

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2011-2012

Revised May 2011

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPULIC SCHOOL AND AGENCY SERVICES

District TRACY UNIFIED SCHOOL DISTRICT

Contract Year 2011-2012

 x Nonpublic School
 Nonpublic Agency

Type of Contract:

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

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

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

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

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2011-2012

CONTRACT NUMBER:

LEA:
TUSD

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2011, 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 Stockton Educational Center (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each providers license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by

CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2011 to June 30, 2012 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2012. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Plan Local Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated

instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

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

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

The biological or adoptive parent, when attempting to act as the parent, and where more than one party is qualified under this definition to act as a parent, shall be presumed to be the parent for purposes of this Agreement unless the biological or adoptive parent does not have legal authority to make educational decisions for the child or unless a judicial decree or order identifies someone other than the biological or adoptive parent to act as the parent of the child or to make educational decisions on behalf of the child.
- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

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

9. MAINTENANCE OF RECORDS

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

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

In appropriate cases, the opportunity to correct the issues supporting termination within the 20-day notice period through a collaborative process will be given. The parties shall act cooperatively and in good faith to remedy the deficiency, if any, that forms the basis of the termination notice. If satisfactorily remedied, the parties may agree to a withdrawal of the termination notice.

15. INSURANCE

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

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

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

\$3,000,000 products/completed operations aggregate

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

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

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

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

Part A – Statutory Limits

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

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

\$3,000,000 per occurrence

\$3,000,000 general aggregate

- E. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (30) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the District and the Board of Education as additional insured's. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

19. CONFLICTS OF INTEREST

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e.

Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease. Pursuant to California Education Code section 56366(b), transportation shall not be provided through the use of services or equipment owned, leased, or contracted by the LEA for students served by CONTRACTOR unless those services and equipment are provided directly or subcontracted by the CONTRACTOR.

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

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

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the

LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

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

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

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

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

Minimum day is equal to 240 instructional minutes.

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

Lunch and breaks may only be considered instructional time if the student requires goals and objectives for that time and are written in the IEP and ISA.

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

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

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

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

25. CALENDARS

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

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

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

26. DATA REPORTING

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE MANDATED TESTING AND HIGH SCHOOL EXIT EXAMINATION

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

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

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

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

31. STUDENT DISCIPLINE

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

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify LEA representatives regarding the need for an IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

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

required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

33. SURROGATE PARENTS

CONTRACTOR shall comply with LEA surrogate parent assignments.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

supporting progress within 5 business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the student 14 calendar days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

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

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

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

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine through twelve inclusive, and submit them on LEA approved forms to the student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the LEA when a student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit within five (5) business days as specified in the Nonpublic Services Department Procedural Handbook. CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

40. PARENT ACCESS

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

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

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

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

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

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

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

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

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

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

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

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

46. STAFF QUALIFICATIONS

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

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

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

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the

verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall provide to LEA updated information regarding the status of licenses, credentials, permits and/or other documents *within than 30 days of known changes*.

48. STAFF ABSENCE

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

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

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

It is understood, that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this contract.

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

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

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR

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

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

51. FACILITIES AND FACILITIES MODIFICATIONS

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

52. ADMINISTRATION OF MEDICATION

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

53. INCIDENT/ACCIDENT REPORTING

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

54. CHILD ABUSE REPORTING

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

55. SEXUAL HARASSMENT

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

56. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

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

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

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

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

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

58. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

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

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

59. PAYMENT FROM OUTSIDE AGENCIES

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

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; medi-cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

62. RATE SCHEDULE

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the Contractor certifies that:

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2011 and terminates at 5:00 P.M. on June 30, 2012, unless sooner terminated as provide herein.

CONTRACTOR

LEA

Nonpublic School/Agency

Tracy Unified School District

Name of District or Local Educational Agency

Contracting Officer's Date
Signature

Dr. Janet Skulina Date
Director, Special Education

Name and Title (type) Date

Dr. Casey Goodall Date
Assistant Superintendent, Business Services

Tax I.D. # _____

Notices/bills mailed to LEA shall be addressed to:

Attention:

Janet Skulina

Name

Tracy Unified School District

LEA

1875 W. Lowell Ave

Address

Tracy

CA 95376

City

State Zip

209-830-3270

209-830-3274

Phone

Fax

Notices to CONTRACTOR:

Name

Nonpublic School/Agency

Address

City

State Zip

Phone

Fax

EXHIBIT A: RATES

CONTRACTOR

CONTRACTOR NUMBER

2011-2012

(NONPUBLIC SCHOOL OR AGENCY)

(CONTRACT YEAR)

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

EXHIBIT A: RATES

CONTRACTOR _____ CONTRACTOR NUMBER _____ 2011-2012
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

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

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

RELATED SERVICES

	<u>RATE</u>	<u>PERIOD</u>
1) Transportation (* shall not include transportation through use of services or equipment owned, leased or contracted through LEA unless provided directly or subcontracted by the NPS/A)		
a) Transportation – Round Trip	_____	_____
b) Transportation – One Way	_____	_____
c) Transportation – 1 on 1 Rider (per IEP)	_____	_____
d) Transportation – Safety Rider (LEA will be billed for the bus safety riders based on the proportion of students on the bus.)	_____	_____
e) Transportation Dual Enrollment	_____	_____
f) Public Transportation	_____	_____
g) Parent*	_____	_____
2) Counseling		
a) Educational Counseling – Individual	_____	_____
b) Educational Counseling – Group	_____	_____
c) Counseling – Parent	_____	_____
3) Adapted Physical Education		
a) Adapted Physical Education – Individual	_____	_____
b) Adapted Physical Education – Group	_____	_____
4) Language/Speech		
a) Language/Speech Therapy-Individual	_____	_____
b) Language/Speech Therapy-Group	_____	_____
c) Consultation	_____	_____
5) Orientation/Mobility Training	_____	_____
6) Occupational Therapy		
a) Occupational Therapy – Individual	_____	_____
b) Occupational Therapy – Group	_____	_____
c) Occupational Therapy – Consultation Rate	_____	_____
7) Physical Therapy	_____	_____
8) Instructional Assistants		
a) Additional Instr. Asst. – Individual (must be authorized on IEP)	_____	_____
9) Intensive Special Education Instruction**	_____	_____
10) Behavior Intervention	_____	_____
11) Nursing Services	_____	_____
12) Other _____	_____	_____

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

**By credentialed Special Education Teacher.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: September 1, 2011
SUBJECT: Ratify Agreement for Special Contract Services and Memorandum of Understanding (MOU) for Dr. Willis of Empowering Parents to Provide Training for West High School Parents, Staff and Students for the 2011-2012 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. They have been successful in other districts developing programs that help parents prepare their student for college. Dr. Willis and her team have laid the foundation for a partnership with West High parents through their work during the 2010-2011 school year. West High would like to build upon this momentum to ensure all children can achieve their academic potential. This contract will offer the following:

- ♦ August 8th and 9th – 2 hour Counselor workshop; 1 hour Freshman Orientation and 2 hour parent workshop
- ♦ 4 – 2 hour parent workshops in English and Spanish. Sessions will be offered in October and November, 2011 and January and March, 2012.

We are requesting that the board ratify the agreement with Empowering Parents because we began services with them on August 8, 2011 but had not negotiated the agreement in time to meet board submission deadlines.

RATIONALE: The focus of Empowering Parents is to encourage and support low income, ethnically diverse parents to take a participatory role in their children's education. Continuing Empowering Parents at West High will support site efforts to engage parents and facilitate a partnership to support student academic achievement. This will also serve as evidence of efforts to foster a positive culture which supports academic and personal growth of all students in the West High community, for our upcoming WASC self-study accreditation visit. This meets Strategic Goal #6: Develop and support a high performing workforce and Strategic Goal #7 Develop and utilize partnerships to achieve District goals.

FUNDING: The cost of this program is not to exceed \$16,000.00. All funding will be provided through District Title 1 account.

RECOMMENDATION: Ratify Agreement for Special Contract Services and Memorandum of Understanding (MOU) for Dr. Willis of Empowering Parents to Provide Training for West High School Parents, Staff and Students for the 2011-2012 School Year.

PREPARED BY: Jeff Frase, Principal - West High School

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Darlene V. Willis dba 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: 1 counselor session on August 8, 2011, 1 hr-freshmen session, 2 hr freshman parent session on August 9, 2011, 2 hour session in October, November, January, and March. The remaining dates for sessions will be determined.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 7 (sessions) HOURS/SESSION(s) (circle one), under the terms of this agreement at the following location 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 \$ 5,800.00 for HOUR/DAY/SESSION (circle one), held August 8th and 9th and \$2,550.00 per each remaining session, not to exceed a total of \$16,000.00 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District ☐ SHALL; ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a ☐ MONTHLY PROGRESS BASIS, ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 8, 2011, and shall terminate on May 30, 2012.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Linda Boragno-Dopp at (209) 830-3200, ext. 1050 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

Address

Tracy Unified School District

Tracy Unified School District

Date

Account Number to be Charged:

Department/Site Approval

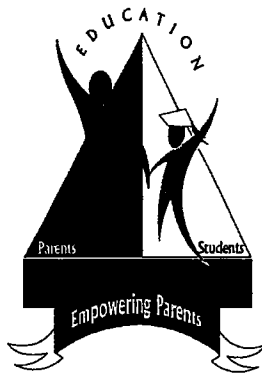
Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

File: CntrctSrvcs.dot
Disk: S:\shared



August 26, 2011

Mr. Jeff Frase and Linda Dopp
Tracy Unified School District
West High School
1775 W. Lowell Avenue
Tracy, CA 95376

Dear Principal Frase and Ms. Dopp,

Thank you for agreeing to partner with Empowering Parents during the 2011-2012 academic year. Empowering Parents (EP) is looking forward to a very successful on-going partnership. This Letter of Agreement serves as confirmation of the arrangements we discussed via email and on the phone.

Empowering Parents will provide the following services for the 2011-2012 academic year with an inclusive and confidential fee of \$16,000. This fee covers professional fees, travel related expenses and the following English and/or Spanish speaking workshops:

August 8th and 9th – 2 hour Counselor workshop, 1 hour Freshman Orientation and 2 hour parent workshop - \$5,800

October (Date TBD) – 2 hour parent workshop in English and Spanish - \$2,550

November (Date TBD) – 2 hour parent workshop in English and Spanish - \$2,550

January (Date TBD) – 2 hour parent workshop in English and Spanish - \$2,550

March (Date TBD) – 2 hour parent workshop in English and Spanish - \$2,550

Please make checks payable to **Empowering Parents**.

Cancellation – ACTS of GOD: The parties mutually agree that this contract is subject to cancellation due to accident, riots, strikes, epidemics, terrorism, acts of GOD, or any other legitimate conditions beyond the control of West High School or speakers.

Cancellation by West High School: Because a cancellation by West High School or TUSD causes losses, both through direct expenditure and/or turning down other business for this date, West High School and TUSD will pay the following fees in the event of cancellation:

- 100% of fee if cancelled less than 30 days before;
- 50% of fee if cancelled in 31 to 60 days before;
- 25% of fee if cancelled more than 60 days before;

Cancellation by Speaker: The parties mutually agree that the speakers' failure to appear, or otherwise substantially comply with the items and conditions herein set forth shall constitute a breach of this Contract and shall thereby negate any obligation of West High School and TUSD under this contract to pay for Empowering Parents' services in the event of speakers' cancellation of this engagement for any reason other than acts of GOD or other conditions beyond the control of the speakers.

Handouts/Support Materials: West High School and TUSD will be responsible for duplication fees relating to any handouts and/or support materials. Handouts and/or support materials provided by Speakers are copyrighted and may not be reproduced for any purpose other than to assist Speakers' presentation without the Speakers express written consent.

Equipment Preferences: Two lavalier mics (wireless preferred), or two corded mics – cord long enough to reach back row. Speakers prefer auditorium or classroom style seating format.

Speakers' content: All content used in the presentation, including but not limited to words, images, video, or text, is proprietary to the Speakers.

Broadcasting/Televising/Recording/Video Taping Rights: Any recording (audio or video) or broadcast of Speakers' presentation is prohibited without written consent from Speakers. Speakers retain all rights to Speakers' voice and image. If West High and TUSD will be recording, videotaping or broadcasting any event (or portion thereof), an additional agreement must be negotiated separately subject to the following terms: a professional technician does the recording, Speakers receive a master copy within 30 days of presentation, copies may not be sold or otherwise

distributed except for West High School's or TUSD's internal onsite use. Speakers may record or videotape the presentation if Speakers pay for technician and provides appropriate legal permission forms to audience members.

Empowering Parents must authorize all schedules that include evening engagements in writing before the completion of travel arrangements.

We appreciate your confidence, and look forward to an on-going partnership with TUSD and West High School. Please sign this agreement and email a signed copy to drwillis@san.rr.com

We look forward to seeing everyone again soon! Please let us know if you have any questions.

Sincerely,



Darlene V. Willis Ph.D.
Co-Owner, Empowering Parents



Mr. Jeff Frase
West High School
Tracy Unified School District

Ms. Linda Dopp or District Representative
TUSD
Tracy Unified School District

Date: _____



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: ~~Dr. Sheila Harrison~~, Assistant Superintendent of Educational Services & Human Resources
DATE: August 17, 2011
SUBJECT: Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant

BACKGROUND: The Building Literacy Together grant began in July 2010; this school year marks the second year of a three-year funding cycle. This grant continued and/or expanded some of the services provided through the PLAY School Readiness Program, also funded through a First 5 San Joaquin grant, from April 2006 and June 2010. Building Literacy Together program components, all of which are free to participants, include: high-quality preschool for approximately 72 students; child and adult literacy activities; kindergarten transition programs during the spring and summer; parent education and involvement opportunities; and articulation between early childhood and elementary school programs.

RATIONALE: Approving the contract for Building Literacy Together will allow the District to continue to provide services to children zero to five and their parents and early care and education providers in Tracy. Building Literacy Together helps prepare children and families for the transition into elementary school and builds children's school readiness skills by increasing access to preschool; supporting adult/child literacy; providing transition programs for incoming kindergarten students; offering community-based parent education programs; and promoting articulation between preschool and elementary schools. This aligns with Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed.

FUNDING: There is no cost to the District; the District will receive grant money from First 5 San Joaquin to provide the Building Literacy Together project in the amount of approximately \$420,900 for the period July 1, 2011 to June 30, 2012.

RECOMMENDATION: Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant

Prepared by: Ms. Brandi Harrold, School Readiness Program Specialist

A-11-263

AGREEMENT

This AGREEMENT made and entered into this 14th day of June, 2011, by and between COUNTY OF SAN JOAQUIN (hereinafter COUNTY), a political subdivision of the State of California, acting through the First 5 San Joaquin **Children and Families Commission**, (hereinafter "COMMISSION"), and **Tracy Unified School District** (hereinafter "CONTRACTOR") whose principle place of business is at 1875 W. Lowell Avenue, Tracy, CA 95376.

RECITALS

1. The COMMISSION has reviewed and recommended that COUNTY enter into an Agreement with CONTRACTOR as set forth below.
2. CONTRACTOR proposes to conduct **Building Literacy Together**, as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter described as the "Program," and
3. COUNTY and CONTRACTOR are desirous of entering into an Agreement to memorialize the rights, duties, and obligations of each toward the other in connection with the services that CONTRACTOR will provide.

NOW THEREFORE, in consideration of the charges, fees, mutual covenants and conditions contained herein, COUNTY and CONTRACTOR hereby agree as follows:

1. TERMS OF THE AGREEMENT

The term of this Agreement is from July 1, 2011 to June 30, 2012. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.

2. SCOPE OF WORK

The services to be performed by CONTRACTOR under this Agreement shall include, but are not limited to, those items described in the Scope of Work, set forth in Exhibit "A", attached hereto and incorporated herein. In cases of ambiguity, the San Joaquin County Children and Families Commission Executive Director may interpret the Scope of Work by using CONTRACTOR's proposal and letters of clarification, copies of which documents are on file in the Executive Director's office.

3. **FISCAL PROVISIONS**

- A. COUNTY shall pay CONTRACTOR an amount not to exceed \$420,900.
- B. The basis for this Agreement shall be cost reimbursement. CONTRACTOR shall submit an Itemized Budget Expenditure Report (IBER) with supporting backup documentation on a monthly or quarterly basis, at the direction of the Executive Director. Payment shall not exceed CONTRACTOR's actual costs. The payment of the cost of services shall be adjusted to actual cost or maximum Agreement, whichever is less, at the end of Agreement period. Payment shall be made in accordance with the Program Budget marked Exhibit "B" and attached hereto.
- C. CONTRACTOR, with the prior written approval of Children and Families Executive Director, may make line item changes to the budget, as long as such changes do not change the total funding in the Agreement.

4. **INDEPENDENT CONTRACTOR**

In the performance of work duties and obligations imposed by this Agreement, CONTRACTOR is at all times acting as an independent CONTRACTOR and not as an employee of COUNTY. The sole interest of COUNTY is to assure that CONTRACTOR's services are rendered in a competent and efficient manner in order to maintain the high standards of COUNTY. CONTRACTOR shall not have any claim under this Agreement or otherwise against COUNTY for vacation, sick leave, retirement benefits, social security or workers' compensation benefits. CONTRACTOR acknowledges the fact that it is an independent CONTRACTOR and is in no way to be construed as an employee of COUNTY, nor are any of the persons employed by CONTRACTOR to be so construed.

5. **STANDARD OF PERFORMANCE**

CONTRACTOR shall perform CONTRACTOR's work in strict accordance with approved methods and standards of practice in CONTRACTOR's professional specialty. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

6. **CONTRACTOR RESPONSIBILITIES**

- A. **Evaluation Plan** CONTRACTOR shall be required to develop and/or revise the Project's Evaluation Plan in conjunction with the COUNTY's evaluation consultant.
- B. **Data Input** CONTRACTOR shall be required to participate in pertinent training and input data into an Internet based or other data collection system as required by the COUNTY.
- C. **Reporting** CONTRACTOR shall submit monthly, quarterly and annual reports related to evaluation as required by the COUNTY.
- E. **Access** CONTRACTOR shall provide access to COUNTY staff and consultants to programmatic and client records. CONTRACTOR shall not refuse access to the records on the basis of confidentiality. The California Children and Families Act provides that identifiable confidential information may be released to the extent necessary for the provision of services.
- F. **Fees** CONTRACTOR shall not impose or collect from participants any fees for services rendered pursuant to this Agreement.
- G. **Compliance** CONTRACTOR shall comply with COUNTY policies and procedures.

7. **GENERAL PROVISIONS**

- A. **Modifications or Amendments** This Agreement may be modified or amended only by a subsequent written agreement signed by both parties.
- B. **Compliance with Applicable Statutes, Ordinances and Regulations** CONTRACTOR shall comply with the applicable Federal, State, County and local laws in performance of work under this Agreement. Specifically, CONTRACTOR must:
 - i. Certify that it is a non-discrimination employer pursuant to Title 11, Chapter 5 to the California Code of Regulations.
 - ii. Comply with the minimum wage and maximum hour's provision of the Federal Fair Labor Standards Act.
 - iii. Assume all responsibility for complying with the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, and Sub-part F.
 - iv. During the performance of this Agreement, CONTRACTOR shall comply with all Federal, State, County and local laws, rules, and regulations applicable to its performance under this Agreement. If Federal, State, County or local laws, rules, regulations or guidelines touching upon this Agreement be adopted or revised during the

term hereof, CONTRACTOR shall comply with them or notify COUNTY, in writing, that it cannot so comply so that COUNTY may take appropriate action.

C. **Compliance with Immigration Law** CONTRACTOR shall employ only individuals who are in compliance with any and all current laws and regulations of the U.S. Dept. of Homeland Security, U.S. Citizenship and Immigration Service.

D. **Drug Free Workplace** CONTRACTOR shall comply with the provisions of Government Code section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

E. **Licenses and Permits** CONTRACTOR represents and warrants to COUNTY that CONTRACTOR has all licenses, permits, certificates, qualifications and approvals of whatsoever nature, which are legally required for CONTRACTOR to practice its profession and perform work under the Agreement.

F. **Conflict of Interest**

- i. CONTRACTOR has read and is aware of the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees and agrees to be bound thereby. CONTRACTOR certifies that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement which would constitute violations of the foregoing sections of the Government Code. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, COUNTY may immediately terminate this Agreement by giving written notice thereof.
- ii. CONTRACTOR certifies that its employees and officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest, as statutorily defined, which either directly or indirectly arises from this Agreement.
- iii. CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family or business ties.

G. **Nepotism.** Nepotism occurs when relatives are in the same chain-of-command. A management official or supervisor with authority to take personnel management actions, may not select a relative for a position anywhere in the CONTRACTOR's organization under his or her jurisdiction or control. Such persons having the authority to appoint, employ, promote, or advance person or to recommend such action, may not advocate or recommend a relative for a position in the CONTRACTOR's organization.

- i. For purposes of this statement, relative is defined as a spouse, parents, children, siblings, aunts or uncles, in-laws or step-parents or step-siblings.
- ii. Except by consent of COUNTY's Human Services Agency Director or designee, which consent shall not be unreasonably withheld for exceptional or unusual circumstances, no person shall be employed by CONTRACTOR who is in a direct chain-of-command or supervision with any relative, as defined above.

H. **Confidentiality** CONTRACTOR shall:

- i. Have a policy on confidentiality and will not publish, use or disclose any information concerning eligible individuals, applicants or recipients who receive service through this program for any purpose not connected with the administration of CONTRACTOR's or COUNTY's responsibilities under this project except with the informed written consent of the eligible individuals.
- ii. Not publish or disclose, or use or permit, or cause to be published, disclosed or used, any information pertaining to an applicant or recipient of program services.

I. **Non-Exclusive Rights** This Agreement does not grant to CONTRACTOR any exclusive privileges or rights to provide services to COUNTY. COUNTY may contract with other counties, private companies or individuals for similar services.

J. **Assignment** This Agreement is binding upon COUNTY and CONTRACTOR and their successors. Except as otherwise provided herein, neither COUNTY nor CONTRACTOR shall assign, sublet or transfer its interest in this Agreement or any part thereof or delegate its duties hereunder without the prior written consent of the other. Any assignment, transfer, or delegation made without such written consent shall be void and shall be a material breach of this Agreement

K. **Termination**

- i. **Cause** If CONTRACTOR materially breaches the terms of this Agreement, COUNTY shall have the following alternative remedies:
 - a. Terminate the Agreement with CONTRACTOR subject to any regulatory required notice of termination.
 - b. Complete the unfinished work, under this Agreement, with a different CONTRACTOR.
 - c. All other remedies provided by law.
- ii. **For Convenience.** Either party to this Agreement may for any reason terminate this Agreement at any time by giving to the other party thirty (30) day's written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
- iii. **Disputes** CONTRACTOR shall continue with the responsibilities under this Agreement during any dispute.

L. **Governing Law** The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

M. **Venue** Venue for any action arising out of this Agreement shall be COUNTY of San Joaquin, California.

N. **Indemnification** CONTRACTOR agrees that it shall indemnify, defend and hold harmless COUNTY, its agents, elected officials, officers, volunteers, authorized representatives and employees from any and all losses, liabilities, costs, expenses, charges, damages, claims, liens, and causes of actions, of whatsoever kind or nature, including, but not limited to, reasonable attorney's fees, which are in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, through any act, omission, fault or negligence, whether active or passive, of CONTRACTOR or CONTRACTOR's officers, agents, employees or authorized representatives, which relates in any manner to this Agreement, any work to be performed by CONTRACTOR arising from the operation of this Agreement, or any authority delegated to CONTRACTOR under this Agreement, even though the same may have resulted from the joint, concurring or contributory negligence, whether active or passive, of COUNTY or any other person or persons, except those injuries or damages that are the result of willful acts or the sole negligence of COUNTY, its officers, agent or employees.

- i. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons and damage to any property, regardless of where located, including the property of COUNTY, and any liability of COUNTY for private attorney general fee awards. It is further expressly understood and agreed that the duty to indemnify shall include, but not be limited to, any internal costs for staff time, investigation costs and expenses, and fees of County Counsel reasonably incurred as a result of any act, omission, fault or negligence, whether active or passive, of CONTRACTOR or CONTRACTOR's officers, agents, employees or authorized representatives, which relates in any manner to this Agreement, any work to be performed by CONTRACTOR under this Agreement, or any authority delegated to CONTRACTOR under this Agreement.
- O. **Insurance Requirements** During the term of this Agreement, CONTRACTOR shall maintain and carry in full force insurance of the following types and minimum amounts with a company or companies as are acceptable to COUNTY, insuring CONTRACTOR while CONTRACTOR is performing duties under this Agreement:
 - i. **Workers' Compensation** A program of Workers' Compensation Insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including employer's liability with one million dollar (\$1,000,000) limits, covering all persons providing services on behalf of CONTRACTOR and all risks to such persons under this Agreement.
 - ii. **Comprehensive General Liability Insurance** The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000), single limited liability.
 - iii. **Automobile Liability** CONTRACTOR agrees to hold harmless and indemnify COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement.
 - iv. **Additional Named Insured** All policies, except for workers' compensation, shall contain additional endorsements naming COUNTY and its officers, employees, agents, servants and volunteers as additional insured with respect to liabilities arising out of performance of services.
 - v. **Policies Primary and Non-Contributory** All policies required above are to be primary and non-contributory with any self-insurance programs carried or administered by COUNTY.
 - vi. **Proof of Coverage** CONTRACTOR shall furnish certified copies of the policies and all endorsements to the County Purchasing

Department evidencing the required insurance coverage, including endorsements above required, prior to the commencement of performance of services, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) day's written notice to COUNTY. CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within thirty (30) days of the commencement of this Agreement, If COUNTY elects to renew this Agreement, CONTRACTOR shall provide COUNTY with certified copies of the policies and all endorsements for each additional term of this Agreement. All insurance shall be in a company or companies authorized by law to transact insurance business in the State of California. Certificates of insurance are to be mailed to:

San Joaquin County
Purchasing and Support Services
44 N. San Joaquin Street, Suite 540
Stockton, California 95202

- vii. **Payment Withheld** If CONTRACTOR does not obtain the described insurance, or if COUNTY is not furnished at the time specified with the requisite insurance certificates, or if the described insurance is terminated, altered, or changed in a manner not acceptable to COUNTY, COUNTY may withhold payments to CONTRACTOR or terminate this Agreement.
 - viii. **Liability** Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR from liability in excess of such coverage, nor shall it preclude COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- P. **Entire Agreement** This document contains the entire Agreement between the parties and supersedes oral or written understanding they may have had prior to the execution of this Agreement. If any ambiguity is created between this Agreement and its exhibits, this Agreement shall prevail.
- Q. **Severability** Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force and effect.
- R. **Enforcement of Remedies** No right or remedy herein conferred on or reserved to COUNTY is exclusive of any other right or remedy herein or by law or equity provided or permitted but each shall be cumulative of every

other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

S. **Modification and Waiver** No supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

T. **Exhibits to Contract** Additional provisions shall be attached hereto and incorporated herein as sequentially exhibits and shall have the same force and effect as set forth in this Agreement.

U. **Headings** Paragraph headings are not to be considered a part of this Agreement and are included solely for convenience of reference and are not intended to be full or accurate description of the contents thereof.

V. **Force Majeure** Without affecting any right of termination set forth in this Agreement, either party may suspend this Agreement at any time because of strike of its personnel, war, declaration of state of national emergency, acts of God, or other cause beyond the control of the party, by giving the other party written notice of, and reason for, the suspension.

W. **Audit** CONTRACTOR agrees that COUNTY or its designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONTRACTOR agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. CONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, CONTRACTOR agrees to include a similar right of COUNTY to audit records and interview staff in any subcontract related to performance of this Agreement.

- i. CONTRACTOR shall maintain accurate and complete records including a physical inventory of employee payroll time sheets. These records shall be preserved in accordance with recognized commercial accounting practices.
- ii. CONTRACTOR shall permit COUNTY to examine and audit these records and all supporting records at all reasonable times. Audits shall be made not later than (a) five calendar years after completion of services rendered or (b) five calendar years after expiration date of this Agreement, whichever comes later.

CONTRACTOR: Tracy Unified School District
Building Literacy Together
1875 W. Lowell Avenue
Tracy, CA 95376

COUNTY: COUNTY OF SAN JOAQUIN
CHILDREN AND FAMILIES COMMISSION
102 S. San Joaquin Street
Stockton, CA 95202

IN WITNESS OF THEIR AGREEMENT to the terms and conditions set forth above,
COUNTY OF SAN JOAQUIN and Tracy Unified School District have placed their
signatures below:

ATTEST: LOIS M. SAHYOUN
Clerk of the Board of Supervisors
Of COUNTY OF SAN JOAQUIN
State of California

COUNTY OF SAN JOAQUIN, a
political subdivision of the State
of California

By: Caroline Graco
Deputy Clerk



By: Frank L. Ruhstaller
Frank L. Ruhstaller
Chairman, Board of Supervisors

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL

By: Kimberly D. Johnson
Deputy County Counsel

By: Linda T. Boragno-Dopp
Linda Boragno-Dopp
Director of Alternative Programs

94-1055500
Federal ID#

Scope of Work

Agency: Tracy Unified School District

Program: The Building Literacy Together

Early Care and Education (Enhancing Early Care)

Objective: Access to Child Care/ Preschool for Children with Special Needs (Inclusion)

Strategy: 5d. Provide targeted services to children 0-5 with special needs and their families to increase access to early education resources, including preschool, child care, assessments and developmental services.

Output:

Increase in the number of children with disabilities and other special needs who participate in First 5 funded programs.

Outcome:

Increase in the number of children who receive a screening or assessment to identify a developmental delay or other special need.

Objective: Access to Child Care/Preschool

Strategy: 5b. Provide culturally and/or developmentally appropriate preschool program spaces using a curriculum aligned with California Department of Education Preschool Learning Foundations.

Output:

Increase in the number of children enrolled in child care or preschool.

Increase in the number of children ages 0-5 receiving a developmentally and/or culturally appropriate preschool curriculum.

Increase in the number of child care/preschool programs who receive program quality assessments and recommendations for quality improvement.

Outcome:

Increase in the Desired Results Developmental Profile scores for children receiving a developmentally appropriate curriculum.

Increase in the number of child care/preschool programs receiving a rating of good quality (5) on the ERS.

Objective: Literacy

Strategy: 5e. Develop and implement an adult/child literacy program in the designated community using Raising a Reader or Reach Out and Read or other best practice curriculum/approved platform.

Output: Increase in the number of families with children ages 0-5 participating in a pre-literacy program.

Outcome:

Increase in the number of families who report reading or telling stories regularly to their children, 0 to 5 years of age.

Increase in the number of families with children ages 0-5 who have a library card.

Increase in the number of families with children ages 0-5 who take trips to the library.

Increase the number of families with children ages 0-5 who have books in the home.

Objective: Kindergarten Bridge Programs

Strategy: 9e. Provide transition to kindergarten 'camps' (Bridge programs) for children entering kindergarten.

Output: Increase in the number of programs that offer a kindergarten transition camp that is one week or longer.



Exhibit "A"

Scope of Work

Outcomes:

Increase in the number of children who have increased social skills.
 Increase in the number of children who have increased developmental skills.
 Increase in the number of children who are familiar with the kindergarten classroom.
 Increase in the number of parents who are involved in their child's bridge program activities.

Health and Social Services (Improving Health Systems)

Objective: Health Insurance

Strategy: 6g. Provide targeted health insurance enrollment to promote a medical home; outreach, enrollment, retention and utilization (OERU) services to uninsured or underinsured children 0-5 and their families.

Output: Increase in the number of families with children ages 0-5 receiving targeted health insurance enrollment services.

Outcome:

Increase the number of children ages 0-5 enrolled in comprehensive health insurance.
 Increase in the number of children who have had a preventative health service or checkup in the past year including vision, hearing, dental, developmental, or general health.

Parenting and Family (Strengthening Families)

Objective: Reduce Parent Stress and Increase Knowledge of Child Development

Strategy: 7c. Provide community-based parent education programs that focuses on areas and populations of high need and include parent education integrated with support service utilizing research based strategies and models with culturally sensitive methods that address access to community resources.

Output: Increase in the number of families with children ages 0-5 who participate in community-based parent education integrated with support services.

Outcome:

Increase in the number of families with children ages 0-5 who demonstrate adequate parenting skills.
 Increase in the number of families with children ages 0-5 who demonstrate connectedness to supportive networks and services.
 Increased self esteem in parents with children ages 0-5.
 Increase in the number of parents with children ages 0-5 who indicate their stress levels have decreased.

Program Infrastructure and Administration

Objective: Organizational Capacity and Sustainability

Strategy: 8a. Match First 5 funds to additional funding sources

Output: Increase in the number of programs that match First 5 funding to additional government or large scale funding in order to increase or maintain services for children age 0-5

School/Community Capacity

Objective: School Readiness

Strategy: 9a. Create and implement a plan of articulation between preschools, the child care community and kindergartens.

Output: Programs create and implement articulation plans between preschools, the child care community and kindergartens.



Exhibit "A"

Scope of Work

Strategy: 9b. Develop a plan to implement civic engagement in the school community, including but not limited to increased parental involvement in school meetings, PTA, PTSA, School site councils, parent advisory committees, etc.

Output: Programs develop a plan to implement and facilitate regular parent involvement in school based decision making bodies.

Strategy: 9f. Strengthen communication and linkages between the early care and education community, the prek-12 school community and families to promote successful kindergarten transitions for children.

Output:

Increase in the number of preschools with formal linkages to public and private elementary schools, child-care centers, home-visiting programs, and community resources.

Increase in the number of elementary schools with formal linkages to preschools, Head Start and Early Head Start programs, child care centers, home visiting programs and community resources.

Description of Major Milestones	Method	Evaluation Methods
<p>1. Program Specialist, Clerk/Typist and other program staff will provide comprehensive health insurance screening and referral to all families served in First 5 funded programs.</p> <p>Type of Measurement: Families Annual Target Quantity: 174</p> <p>Start Date: July 1, 2011 Target Date: June 30, 2012</p>	<p>Program staff will follow First 5 San Joaquin protocol to screen and refer all families of children age 0-5 for health insurance. Documentation is to include the referral of uninsured children to appropriate services, whenever possible.</p>	<p>SUBMIT QUARTERLY</p> <ul style="list-style-type: none"> Aggregate database Milestone report <p>ON FILE</p> <ul style="list-style-type: none"> Enrollment forms
<p>2. Program Specialist, Clerk/Typist and other program staff will provide comprehensive developmental screening for newly enrolled children who are receiving services, to ensure appropriate referral and follow-up for special needs services.</p> <p>Type of Measurement: Children Annual Target Quantity: 165</p> <p>Start Date: July 1, 2011 Target Date: June 30, 2012</p>	<p>Program staff will administer the Ages and Stages Questionnaire (ASQ) within sixty days of entrance into the program. Program staff will work with parents in completing the age-appropriate (2 months to 72 months) ASQ and will make referrals for further assessment where scores indicate a possible developmental delay.</p> <p>Documentation will include record of referrals and follow up information to mandated services for special needs and follow-up information. The ASQ screening should be administered to children who do not have a current Individualized Family Service Plan (IFSP) or Individual Education Plan (IEP). First 5 policies do not include re-</p>	<p>SUBMIT QUARTERLY</p> <ul style="list-style-type: none"> Aggregate database Milestone report <p>ON FILE</p> <ul style="list-style-type: none"> First 5 Client Consent Form ASQ-3 Score Summary

Exhibit "A"
Scope of Work

Description of Major Milestones	Method	Evaluation Methods
	<p>screening or continuing to practice a skill without a referral for children scoring below the cut-off.</p> <p>Staff administering the ASQ tool will receive agency based or First 5 training prior to tool use.</p> <p>The school attendance areas that will receive ASQ screening are listed below: North School, Central School, McKinley School, and Jacobson School. The services that will provide ASQ screening include preschool and Kindergarten Bridge Program.</p>	
<p>3. Program Specialist, Clerk/Typist and other program staff will administer the Raising A Reader program to children ages 0 to 5 and their families to develop literacy and promote the shared book experience.</p> <p>Type of Measurement: Children ages 3 to 5 Annual Target Quantity: 72</p> <p>Start Date: September 15, 2011 Target Date: June 30, 2012</p>	<p>Raising A Reader (RAR) book bags will be rotated to families weekly. Parents will complete RAR Family Contracts and literacy pre-surveys at the time of enrollment. Literacy post-surveys will be completed at six months; one pre and post survey per family. Blue Library Book Bags will be given to families once they exit from the program.</p> <p>The school attendance areas that will receive RAR are listed below: North School, Central School, McKinley School, and Jacobson School.</p>	<p>SUBMIT QUARTERLY</p> <ul style="list-style-type: none"> • Pre & Post Literacy Survey (matched) • Aggregate database • Milestone report <p>ON FILE</p> <ul style="list-style-type: none"> • RAR tracking documents (e.g. check-in/check-out card, activity log, family contract, child participation log, etc.)
<p>4. Program Specialist, Clerk/Typist and other program staff will work with school administration and teaching staff to conduct a minimum of one week (five school days) Kindergarten Bridge Program to help children transition to the school setting.</p> <p>Type of Measurement: Children Annual Target Quantity: 96</p> <p>Type of Measurement: Bridge Sessions</p>	<p>Incoming kindergarteners will participate in a 5-10 day, 3-hour bridge program. Children with little or no preschool experience will be targeted for enrollment. Kindergarten teachers will be involved in the planning (through articulation activities) and implementation of the bridge program at the classroom and/or program level. Efforts will be made to involve parents in the kindergarten bridge experience through parent education and/or workshops which may include but is not limited to the Parenting for Academic Success program.</p>	<p>SUBMIT QUARTERLY</p> <ul style="list-style-type: none"> • Aggregate database • Milestone report • Bridge Teacher Survey • Bridge Parent Survey <p>ON FILE</p> <ul style="list-style-type: none"> • Lesson plan • Flyer (pre-approved) • Attendance record

Exhibit "A"
Scope of Work

Description of Major Milestones	Method	Evaluation Methods
<p>Annual Target Quantity: 1</p> <p>Start Date: June 1, 2012</p> <p>Target Date: June 30, 2012</p>	<p>The school attendance areas that will receive Bridge camps are listed below: North School, Central School, McKinley School, and Jacobson School.</p> <p>As there is not a location in the Delta Island/Holt area to hold a bridge program, children from the Holt/Delta Island area will be bused to one of the existing programs in Tracy.</p>	
<p>5. Tracy Unified School District will operate a quality preschool program serving four year old students.</p> <p>Type of Measurement: Children</p> <p>Annual Target Quantity: 72</p> <p>Start Date: July 1, 2011</p> <p>Target Date: June 30, 2012</p>	<p>Program will meet First 5 San Joaquin preschool guidelines and criteria, priority placement is 4 year olds residing in targeted school attendance areas (4 years of age by December 2nd) and will maintain staff, facilities, curriculum, and parent communication. The preschool will operate 175 days/525 hours of instruction while meeting Title 5, Title 22 and First 5 Preschool For All Quality Standards.</p> <p>Providers will assess each child using the Desired Results Developmental Profile 2010 Preschool within 60 calendar days of enrollment in class and meet with each parent to share results, concerns and referral to appropriate agencies. The assessment process will be repeated in the Spring and the aggregate results will be submitted to First 5 San Joaquin.</p> <p>Parents of preschool children will complete a Parent Survey as part of the Desired Results System and results will be submitted to First 5 San Joaquin.</p> <p>Providers will use the Lindamood Phoneme Sequencing Program for Reading and Spelling (The LIPS Program), the Young Scientist Series, and may begin to implement the Project Approach. Open Court curriculum is used for literacy (letter formation), in accordance with Tracy Unified School District.</p>	<p>SUBMIT ANNUALLY</p> <ul style="list-style-type: none"> Detailed Demographic Data (D3) Statewide data requirements <p>SUBMIT SEMI ANNUALLY</p> <ul style="list-style-type: none"> Lesson Plan (one submitted per class) DRDP 2010 PS Group Summary and Parent Survey Summary of Findings Data (2 times per year after fall and spring data collection, including parent survey data one time; via email to First 5 San Joaquin) <p>SUBMIT QUARTERLY</p> <ul style="list-style-type: none"> Milestone report indicating the following: <ul style="list-style-type: none"> Summary of kindergarten transition activities implemented by teachers Aggregate Database <p>SUBMIT WITH FISCAL REPORTS</p> <ul style="list-style-type: none"> Monthly Attendance Record <p>SUBMIT PRIOR TO START OF SCHOOL YEAR</p> <ul style="list-style-type: none"> School Calendar Completed Preschool Checklist(s) Teacher Child Development Permits Enrollment Packet Classroom License Best Interest Policy

Exhibit "A"
Scope of Work

Description of Major Milestones	Method	Evaluation Methods
	<p>External evaluators will assess preschool classrooms using the Early Childhood Environment Child Rating Scale - Revised to verify that providers meet the entry level criteria overall score of "4" or greater. An overall average score below 4.0 will require a follow-up visit and Plan of Action.</p> <p>The North Preschool will offer three classes, AM, PM and Twilight; each class will enroll up to 24 students.</p>	<p>ON FILE</p> <ul style="list-style-type: none"> • Completed Student Enrollment Packet • First 5 Client Consent form • Desired Results Developmental Profile Revised (DRDP 2010 PS) including notes • DRDP 2010 PS Parent Survey • ECERS-R Result Summary • ECERS-R Improvement Plan (if applicable) • Lesson Plans
<p>6. Program Specialist, Clerk/Typist and other program staff will facilitate a Parent Advisory Committee meeting a minimum of twice annually.</p> <p>Type of Measurement: Parent Meetings Annual Target Quantity: 4</p> <p>Start Date: July 1, 2011 Target Date: June 30, 2012</p>	<p>TUSD program staff will facilitate parent advisory meetings approximately four times during the year to provide an opportunity for families to provide input in the program and to continue to work on improving children's transitions into kindergarten.</p>	<p>SUBMIT QUARTERLY</p> <ul style="list-style-type: none"> • Milestone report <p>ON FILE</p> <ul style="list-style-type: none"> • Meeting Agenda • Flyer (pre-approved) • Sign-in sheets
<p>7. Direct service staff and program supervisor will attend professional growth trainings throughout the year.</p> <p>Type of Measurement: Achieved/Not Achieved Annual Target Quantity: N/A</p> <p>Start Date: July 1, 2011 Target Date: June 30, 2012</p>	<p>Program staff will attend professional development trainings that may include local First 5 sponsored trainings, conferences, internal agency trainings, etc. and report on progress of trainings and attendees in quarterly reports.</p>	<p>SUBMIT QUARTERLY</p> <ul style="list-style-type: none"> • Milestone report indicating the following: <ul style="list-style-type: none"> ○ type/title of trainings ○ dates of trainings ○ staff in attendance

Exhibit "A"
Scope of Work

Description of Major Milestones	Method	Evaluation Methods
<p>8. Program Specialist, Clerk/Typist, and program staff will provide Parent/Community Meetings and Workshops.</p> <p>Type of Measurement: Events Annual Target Quantity: 18</p> <p>Start Date: July 1, 2011 Target Date: June 30, 2012</p>	<p>Program staff will provide trainings, workshops, presentations, screening opportunities, family learning events and/or other events for parents of children age 3-5. Activities and events will be provided for parents, children, caregivers, childcare providers. Topics may include: literacy, preschool, kindergarten expectations and content standards and kindergarten transition activities for children.</p> <p>The school attendance areas/sites (as applicable) that will receive Parent/Community Workshops are listed below: North School, Central School, McKinley School and Jacobsen School.</p>	<p>SUBMIT QUARTERLY</p> <ul style="list-style-type: none"> Aggregate database Milestone report <p>ON FILE</p> <ul style="list-style-type: none"> Meeting Agenda Flyer (pre-approved) Sign-in sheet
<p>9. Program Specialist, Clerk/Typist, and other program staff will incorporate Quarterly Health Education Message material (provided by First 5 San Joaquin) on a quarterly basis in one or more of the following activity formats: parent workshop, home visit, preschool classroom activity, event, playgroup, or other prior-approved format.</p> <p>Type of Measurement: Health Messaging Activity Annual Target Quantity: 4</p> <p>Start Date: July 1, 2011 Target Date: June 30, 2012</p>	<p>Program staff will incorporate First 5 San Joaquin Quarterly Health Education Message material on a quarterly basis in an effort to spread health messages throughout the County. This effort may be in the form of a Parent Workshop which is additionally counted in the Parent Workshop milestone.</p> <p>The school attendance areas that may receive Health Messaging activities are listed below: North School, Central School, McKinley School, and Jacobson School.</p>	<p>SUBMIT QUARTERLY</p> <ul style="list-style-type: none"> Quarterly Project Narrative Milestone Report <p>ON FILE</p> <ul style="list-style-type: none"> Meeting Agenda Flyer (pre-approved)

Exhibit "A"

Scope of Work

Description of Major Milestones	Method	Evaluation Methods
<p>10. Program Specialist, Clerk/Typist and other program staff will provide the Parenting for Academic Success program to promote parent involvement and adult literacy.</p> <p>Type of Measurement: Parents Annual Target Quantity: 20</p> <p>Start Date: July 1, 2011 Target Date: June 30, 2012</p>	<p>To promote parent involvement and adult literacy, TUSD program staff will offer the Parenting for Academic Success program to parents of children enrolled in the preschool, parents of children attending the bridge program and other parents from the target school attendance areas as space allows. Approximately four series, consisting of up to 12 meetings, will be held during the year and approximately five parents will complete each series.</p> <p>The school attendance areas that may receive the Parenting for Academic Success program are listed below: North School, Central School, McKinley School, and Jacobson School. Outreach efforts will target parents who are English language learners.</p>	<p>SUBMIT QUARTERLY</p> <ul style="list-style-type: none"> • Milestone Report • Aggregate data <p>ON FILE</p> <ul style="list-style-type: none"> • Flyer (pre-approved) • Spreadsheet of attendance

Exhibit "B"

**San Joaquin County Children and Families Commission -- First 5 San Joaquin
Budget Request Form**

Applicant: Tracy Joint Unified School DistrictProgram: The Building Literacy Together Project

Period:

July 1, 2011 - June 30, 2012

A	B	C	D	E	F	G	H	I
I.	PERSONNEL			% of salary attributed to program	Total salary attributed to program	Amount of Col F requested from Commission	%	Amount of Col F provided by other sources
	Position Title		Salary					
A.	Program Specialist		\$94,000.00	75.0%	\$70,500.00	\$70,500.00	100.0%	\$0.00
B.	Extra Services - Certificated		\$8,000.00	100.0%	\$8,000.00	\$8,000.00	100.0%	\$0.00
C.	Extra Services - Classified		\$5,250.00	100.0%	\$5,250.00	\$5,250.00	100.0%	\$0.00
	Total Personnel Excluding Benefits				\$83,750.00	\$83,750.00		\$0.00
	Benefits Percentage			17.9%		\$15,000.00		
	Total Personnel Including Benefits					\$98,750.00		

II. OPERATING EXPENSES

	Amount requested from Commission
A. Rent and Utilities	\$3,000.00
B. Communications/Phones	\$300.00
C. Office Expenses	\$1,800.00
D. Equipment Lease	\$0.00
E. Equipment Purchase	\$0.00
F. Travel	\$0.00
G. Training/Conferences	\$0.00
H. Program Costs	\$1,544.00
I. North Preschool 2011-2012	\$288,000.00
J. Layered Services	\$0.00
Delta Island Bridge Program	\$3,300.00
Kindergarten Bridge Program	\$5,000.00
Raising a Reader	\$1,440.00
Materials for Events	\$1,500.00
Total Operating Expenses	\$305,884.00

III. INDIRECT EXPENSES

Indicate % of Total Costs	4.02%	\$16,266.00
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\$420,900.00

IV. TOTAL REQUEST

Exhibit "B"

**San Joaquin County Children and Families Commission -- First 5 San Joaquin
Budget Request Form**

Applicant: Tracy Joint Unified School DistrictProgram: North PreschoolPeriod: July 1, 2011 - June 30, 2012

A	B	C	D	E	F	G	H	I
I.	PERSONNEL			% of salary attributed to program	Total salary attributed to program	Amount of Col F requested from Commission	%	Amount of Col F provided by other sources
	Position Title	Salary						
A.	Program Specialist	\$94,000.00		25.0%	\$23,500.00	\$23,500.00	100.0%	\$0.00
B.	Clerk/Typist	\$35,000.00		100.0%	\$35,000.00	\$35,000.00	100.0%	\$0.00
C.	Site Supervisor	\$33,000.00		100.0%	\$33,000.00	\$33,000.00	100.0%	\$0.00
D.	Preschool Instructor #1	\$23,000.00		100.0%	\$23,000.00	\$23,000.00	100.0%	\$0.00
E.	Preschool Instructor #2	\$23,000.00		100.0%	\$23,000.00	\$23,000.00	100.0%	\$0.00
F.	Preschool Para Educator #3	\$16,000.00		100.0%	\$16,000.00	\$16,000.00	100.0%	\$0.00
G.	Preschool Para Educator #4	\$16,000.00		100.0%	\$16,000.00	\$16,000.00	100.0%	\$0.00
H.	Extra Services and Substitutes	\$9,000.00		100.0%	\$9,000.00	\$9,000.00	100.0%	\$0.00
	Total Personnel Excluding Benefits				\$178,500.00	\$178,500.00		\$0.00
	Benefits Percentage			39.2%		\$70,000.00		
	Total Personnel Including Benefits					\$248,500.00		

II. OPERATING EXPENSES

	Amount requested from Commission
A. Rent and Utilities	\$3,000.00
B. Communications/Phones	\$1,000.00
C. Office Expenses	\$2,000.00
D. Equipment Lease	\$0.00
E. Equipment Purchase	\$1,000.00
F. Travel	\$1,500.00
G. Training/Conferences	\$5,000.00
H. Program Costs	\$26,000.00
Total Operating Expenses	\$39,500.00

III. INDIRECT EXPENSES

Indicate % of Personnel, Excluding Benefits (Cannot Exceed 15%)	0.0%	\$0.00
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IV. TOTAL REQUEST

\$288,000.00

Exhibit "B"

San Joaquin County Children and Families Commission
Preschool Classroom Annual Budget Request Summary

Applicant: Tracy Joint Unified School District

Period: July 1, 2011 - June 30, 2012

Program: The Building Literacy Together Project

Classroom Name	# of Spaces Budgeted	Quality Level	Maximum Allowable Budget	Actual Approved Budget
North Preschool	72	4000	\$288,000.00	\$288,000.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
				\$288,000.00

Budget Justification Narrative

The Building Literacy Together Project

SUMMARY:

The Tracy Unified School District is requesting a total of \$420,900 for expenses to be incurred between July 1, 2011 and June 30, 2012. These funds will be used to finance the Building Literacy Together Project. This narrative includes layered service costs in the amount of \$129,600 (\$1,800 multiplied by 72 children) and includes line items for preschool space costs for the North Preschool in the amount of \$288,000 (\$4,000 multiplied by 72 children) as well as the Delta Island Bridge Program in the amount of \$3,300.

I. PERSONNEL

The Building Literacy Together project requests a total of \$83,750.00 for personnel expenses excluding benefits.

A. Program Specialist: \$70,500.00 (.75 FTE)

The School Readiness Program Specialist will be responsible for developing, expanding, facilitating, and overseeing the Building Literacy Together Project. Duties will include but not be limited to monitoring and providing program activities; implementing and facilitating an articulation plan; coordinating staff development and training; supervision of preschool staff including staff evaluations, attending mandatory First 5 meetings and school readiness related trainings; oversight of all First 5 mandated reports and evaluation and classroom coverage and supervision as needed. Days of service = 210.

B. Extra Services: Certificated: \$8,000.00 (Hourly)

Primary teachers (K-3) will be paid the standard hourly rate, approximately \$31.50, for participating in Building Literacy Together events including but not limited to the Kindergarten Bridge Program, Transition Team meetings, articulation meetings, parent education events, professional development opportunities, advisory committee meetings and other project and/or school readiness-related meetings, events, and data collection efforts. Approximately six events will take place and each event will last approximately two hours. Each Kindergarten Bridge Program will last for two weeks during the summer and will be held at approximately four school sites. The Kindergarten Bridge Program will last approximately three hours per day. Approximately eight teachers will participate in the Kindergarten Bridge Program; approximately 96 students will participate in the Kindergarten Bridge Program.

Exhibit "B"

C. Extra Services: Classified: \$5,250.00 (Hourly)

Classified staff will be paid their hourly rate (approximately \$15 per hour) for participating in the Kindergarten Bridge Program. Each Kindergarten Bridge Program will last for two weeks during the summer and will be held at approximately four school sites. The Kindergarten Bridge Program will last approximately three hours per day. Approximately ten classified staff will participate in the Kindergarten Bridge Program as classroom aides or parent workshop/training presenters; approximately 96 students will participate in the Kindergarten Bridge Program.

BENEFITS

The Building Literacy Together project requests a total of \$15,000.00 for benefits expenses. This amount is calculated using 17.9% and includes health, dental, and vision insurance; retirement plan (PERS or STRS), and state and federally mandated benefits.

II. OPERATING EXPENSES

A. Rent and Utilities: \$3,000.00

Utilities, including but not limited to custodial fees, custodial supplies and electricity are estimated at \$500.00 per month, or \$6,000 per year. 50% of this amount is charged to this budget.

B. Communications/Phone: \$300.00

Cell phone usage for the School Readiness Program Specialist is estimated at \$25 per month. This amount multiplied by twelve months equals \$300.00.

C. Office Expenses: \$1,800.00

Office expenses include but are not limited to general administrative costs such as office supplies (consumable and small office equipment), materials, postage, printing and duplicating costs, and other costs of doing business. The figure was calculated using \$150.00 per month for 12 months.

D. Equipment Lease: \$0

E. Equipment Purchase: \$0

F. Travel: \$0

G. Training/Conferences: \$0

H. Program Costs: \$1,544.00

Exhibit "B"

This line item may include but not be limited to materials, supplies, membership fees, advertising, and/or marketing materials, that may come up during the year. Approximately eight or more staff members will be served directly during the year with the funds in this line item.

I. North Preschool 2011-2012: \$288,000.00

See attached one-year Budget Request and Budget Request Narrative for the North Preschool

J. Layered Services:

Delta Island Kindergarten Bridge Program: \$3,300.00

This amount is requested to provide transportation to the Kindergarten Bridge Program, which is funded through the Building Literacy Together Project, for children living in the Delta Island/Holt area. Transportation is approximately \$352 per day and will be offered on approximately nine days. Each Kindergarten Bridge Program will last for approximately two weeks during the summer and will be held at up to four school sites. Additional funds are requested to purchase materials including but not limited to supplies, books, healthy snacks, and informational and resource materials to be used and/or distributed during the Kindergarten Bridge Program for parents, children, and/or other program participants. Approximately five to twelve participants are expected to participate in an event related to the Kindergarten Bridge Program.

Kindergarten Bridge Program: \$5,000.00

This amount is requested to provide transportation and to purchase materials which may include but not be limited to healthy snacks for program participants, school readiness resources such as scissors and consumable supplies, in addition to outreach expenses and registration paperwork. Each Kindergarten Bridge Program will last for approximately two weeks during the summer and will be held at approximately four school sites. Each session of the Kindergarten Bridge Program will be held at a different school, utilizing different teachers, and serving different students whenever possible. The Kindergarten Bridge Program will last approximately three hours per day. Approximately eight teachers will participate in the Kindergarten Bridge Program; approximately 96 incoming kindergarten students will participate in the Kindergarten Bridge Program.

Raising a Reader: \$1440.00

The materials needed to replenish and/or maintain the Raising a Reader program will be purchased using funds in this line item in the amount of approximately \$1,440.00; this amount represents approximately 72 blue bags (\$5.00 each), twelve refresher bags (approximately \$60.00 each) and applicable sales tax, and/or shipping and handling charges. The Raising a Reader program will be

Exhibit "B"

facilitated by TUSD preschool staff through the preschool with approximately 72 children enrolled in the preschool.

Materials for Events: \$1,500.00

One thousand five hundred dollars is requested to purchase materials including but not limited to supplies, books, videos, healthy snacks, and informational and resource materials used to prepare for and/or during events including but not limited to Parenting for Academic Success sessions, meetings, workshops, and trainings for parents, children, and/or other program participants. Approximately 20 sessions will be held each year with an average number of participants anticipated to be between 10 and 50.

III. INDIRECT EXPENSES: \$16,266.00

Indirect expenses are budgeted to cover day-to-day administrative and overhead costs to TUSD that are not easily distinguishable to a specific project including but not limited to accounting and fiscal support, human resources support, miscellaneous fees, insurance costs, and other operating expenses. TUSD elects to select Option #4: Use the California Department of Education determined Indirect Cost Rate. The 2010-2011 Indirect Cost Rate for TUSD is 4.02%.

Budget Justification Narrative

North Preschool

SUMMARY:

The Tracy Joint Unified School District is requesting a total of \$288,000 for expenses to be incurred between July 1, 2011 and June 30, 2012. This narrative includes preschool space costs for the North Preschool in the amount of \$288,000 (\$4,000 multiplied by 72 children). The North Preschool provides a total of 72 spaces which represents three classes of 24 students. The preschool offers 525 hours of instruction during the school year which will last approximately 179 days. The North Preschool is anticipated to fall within the Advancing Level of PFA Quality Criteria.

I. PERSONNEL

The North Preschool requests a total of \$178,500.00 for personnel expenses excluding benefits.

A. Program Specialist: \$23,500.00 (.25 FTE)

The School Readiness Program Specialist will be responsible for developing, expanding, facilitating, and overseeing the Building Literacy Together Project. Duties will include but not be limited to monitoring and providing program activities; implementing and facilitating an articulation plan; coordinating staff development and training; supervision of preschool staff including staff evaluations, attending mandatory First 5 meetings and school readiness related trainings; oversight of all First 5 mandated reports and evaluation, and classroom coverage and supervision as needed.

Days of service = 210.

B. Clerk/Typist: \$35,000.00 (1.0 FTE)

This project will employ a 12-month, 8 hour/day Clerk/Typist at 1.0 FTE. Duties of this position will include but not be limited to event registration, data input, record keeping, filing, communications, promoting events, meetings, and programs, translating written material, providing translation during workshops, and other clerical tasks. Days of service = 246

C. Site Supervisor: \$33,000.00 (1.0 FTE)

The Site Supervisor will be responsible for the supervision, instruction, and management of the North Preschool. The Site Supervisor will provide daily child care and, as needed, will oversee the daily tasks at the center and provide direction to the staff working in the center in addition to assisting with other duties related to the operation of the center as assigned. Under the supervision of the School Readiness Program Specialist, the Site Supervisor will provide daily child care; maintain student records; child health records and files; provide direction and guidance to

Exhibit "B"

other child care personnel; assist in planning and providing an integrated child care curriculum; and assist with daily child care.

Days of Service = 184

D. & E. Preschool Instructor: \$23,000.00 (1.0 FTE)

The North Preschool will employ two part-time (approximately 6.0 hours per day) preschool instructors. Under the supervision of the School Readiness Program Specialist, the Preschool Instructors will be responsible for the general supervision, instruction, and management of a group of preschool students in a classroom setting and will assist with other duties related to the operation of the preschool as assigned.

Days of Service = 184

F. & G. Preschool Para Educator: \$16,000.00 (1.0 FTE)

The North Preschool will employ two part-time (approximately 6.0 hours per day) preschool para educators. Under the supervision of the School Readiness Program Specialist, the Preschool Para Educators will be responsible for the general supervision, instruction, and management of a group of preschool students in a classroom setting and will assist with other duties related to the operation of the preschool as assigned.

Days of Service = 184

H. Extra Services and Substitutes: \$9,000.00 (Hourly)

Classified and/or certificated substitutes will be paid an hourly rate on a time sheet or the current standard daily rate for substitute teaching at the North Preschool. Classified staff including but not limited to the Site Supervisor, Preschool Instructors, Preschool Para Educators and translators will be paid their hourly rate (approximately \$15 per hour) for participating in program events including but not limited to monthly parent education events, professional development opportunities, outreach events, advisory committee meetings and other Building Literacy Together Project related events, meetings, and data collection efforts. Approximately 600 hours of extra services/substitute coverage will be needed during the year; the average hourly rate is approximately \$15.

BENEFITS

Tracy Unified School District requests a total of \$70,000.00 for benefits expenses. This amount is calculated using 39.2% and includes health, dental, vision insurance; retirement plan (PERS or STRS); and state and federally mandated benefits.

II. OPERATING EXPENSES

A. Rent and Utilities: \$3,000.00

Utilities, including but not limited to custodial fees, custodial supplies and electricity are estimated at \$500.00 per month, 50% of this amount is charged to this budget.

B. Communications/Phone: \$1000.00

Phones are estimated at approximately \$83.00 per month for the main line into the North Preschool portable and the two additional phone lines required for the fire alarm.

C. Office Expenses: \$2,000.00

Office expenses include but are not limited to general administrative costs such as office supplies (consumable and small office equipment), materials, postage, printing and duplicating costs, and other costs of doing business. The figure was calculated using \$200.00 per month for 10 months.

D. Equipment Lease: \$0

E. Equipment Purchase: \$1,000.00

This line item will be used to purchase new and/or replacement equipment including technology equipment such as laptop batteries, power cords, docking stations, cameras, camera batteries, memory cards for cameras to be used by program staff.

F. Travel: \$1,500.00

This line item includes costs for program-related mileage, parking, and tolls for budgeted and in-kind salaried staff including but not limited to School Readiness Program Specialist, Clerk/Typist, Site Supervisor, Preschool Instructors and Preschool Para Educators. Mileage will be reimbursed at the rate of \$.50 cents per mile or the current IRS allowable rate. It is estimated mileage will average approximately 250 miles per month for 12 months.

G. Training/Conferences: \$5,000.00

This line item includes travel expenses (including mileage), registration, and other training, seminar, and/or conference costs for budgeted and in-kind salaried staff including but not limited to School Readiness Program Specialist, Clerk/Typist, Site Supervisors, Preschool Instructors, and Preschool Para Educators to attend workshops, trainings, conferences, and other ECE related events on topics including but not limited to LiPS, Young Scientist Series, Project Approach, CLASS, professionalism, classroom management and other ECE topics. This line item may also include but not be limited to expenses for consultants/trainers and expenses related to in-house trainings on topics including but not limited to LiPS, Young Scientist Series, Project Approach, CLASS, professionalism, classroom

Exhibit "B"

management and other ECE topics. Approval for any out of state travel will have prior written approval from First 5 San Joaquin.

H. Program Costs: \$26,000.00

This line item includes but is not limited to:

- Materials including but not limited to supplies, books, videos, healthy snacks, and informational and resource materials to be used and/or distributed in planning and/or during events including but not limited to meetings, workshops, and trainings for parents, children and/or other program participants. Approximately 20 events will be held each year with an average number of participants anticipated to be between 10 and 50.
- Curriculum materials for the preschool including but not limited to books, resources, materials and/or other supplies.
- Consumable supplies including but not limited to construction paper, crayons, paint, paper, pencils, glue, art supplies, gloves, batteries, paper towels, hand soap, disposable paint cups, sand, soil, birdseed, and other items used in the sand/water table.
- Books, materials, supplies, and/or furniture to improve the preschool program in the preschool classroom and/or on the playground.
- Healthy snacks and beverages and items used during the preparation, serving, storage and clean-up of snack including but not limited to napkins, disposable silverware, gloves, dishwashing detergent, and bleach.

This line item may also include but not be limited to field trip costs, fire clearance, membership fees, advertising, marketing materials, and/or licensing fees that may come up during the year.

Approximately 72 children and/or families will be served indirectly or directly during the year with the funds in this line item.

III. INDIRECT EXPENSES: \$0



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: ~~Dr. James C. Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: August 30, 2011
SUBJECT: Ratify Master Contract and Individual Services Agreement with Children's Home of Stockton, NPS, for School Year 2011-2012

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

RATIONALE: These children were placed in a structured setting with a behavioral component not available in the public setting. Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting their needs. This request supports District Goal 3: Provide a safe and equitable learning environment for all students and staff and Goal 7: Develop and utilize partnerships to achieve District goals.

FUNDING: Contract expenses for the 2011-2012 school year include costs for 4 students with 180 days of basic education of \$138.75 per day and 30 days of extended school year education for a total of \$116,550.00. 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 Children's Home of Stockton, NPS, for School Year 2011-2012

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

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2011-2012

Revised May 2011

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPULIC SCHOOL AND AGENCY SERVICES

District TRACY UNIFIED SCHOOL DISTRICT

Contract Year 2011-2012

X Nonpublic School
 Nonpublic Agency

Type of Contract:

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

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

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

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

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2011-2012

CONTRACT NUMBER:

LEA:
TUSD

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2011, 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 Children's Home of Stockton (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each providers license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by

CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2011 to June 30, 2012 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2012. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Plan Local Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated

instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

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

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

The biological or adoptive parent, when attempting to act as the parent, and where more than one party is qualified under this definition to act as a parent, shall be presumed to be the parent for purposes of this Agreement unless the biological or adoptive parent does not have legal authority to make educational decisions for the child or unless a judicial decree or order identifies someone other than the biological or adoptive parent to act as the parent of the child or to make educational decisions on behalf of the child.

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

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

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

9. MAINTENANCE OF RECORDS

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

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

In appropriate cases, the opportunity to correct the issues supporting termination within the 20-day notice period through a collaborative process will be given. The parties shall act cooperatively and in good faith to remedy the deficiency, if any, that forms the basis of the termination notice. If satisfactorily remedied, the parties may agree to a withdrawal of the termination notice.

15. INSURANCE

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

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

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

\$3,000,000 products/completed operations aggregate

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

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

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

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

Part A – Statutory Limits

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

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

\$3,000,000 per occurrence

\$3,000,000 general aggregate

- E. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (30) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the District and the Board of Education as additional insured's. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

16. **INDEMNIFICATION AND HOLD HARMLESS**

CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

19. CONFLICTS OF INTEREST

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e.

Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease. Pursuant to California Education Code section 56366(b), transportation shall not be provided through the use of services or equipment owned, leased, or contracted by the LEA for students served by CONTRACTOR unless those services and equipment are provided directly or subcontracted by the CONTRACTOR.

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards - aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

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

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the

LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

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

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

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

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

Minimum day is equal to 240 instructional minutes.

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

Lunch and breaks may only be considered instructional time if the student requires goals and objectives for that time and are written in the IEP and ISA.

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

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

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

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

25. CALENDARS

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

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

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

26. DATA REPORTING

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE MANDATED TESTING AND HIGH SCHOOL EXIT EXAMINATION

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

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

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

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

31. STUDENT DISCIPLINE

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

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify LEA representatives regarding the need for an IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

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

required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

33. SURROGATE PARENTS

CONTRACTOR shall comply with LEA surrogate parent assignments.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

supporting progress within 5 business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the student 14 calendar days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

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

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

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

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine through twelve inclusive, and submit them on LEA approved forms to the student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the LEA when a student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit within five (5) business days as specified in the Nonpublic Services Department Procedural Handbook. CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

40. PARENT ACCESS

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

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

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

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

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

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

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

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

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

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

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

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

46. STAFF QUALIFICATIONS

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

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

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

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the

verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall provide to LEA updated information regarding the status of licenses, credentials, permits and/or other documents *within than 30 days of known changes*.

48. STAFF ABSENCE

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

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

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

It is understood, that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this contract.

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

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

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR

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

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

51. FACILITIES AND FACILITIES MODIFICATIONS

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

52. ADMINISTRATION OF MEDICATION

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

53. INCIDENT/ACCIDENT REPORTING

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

54. CHILD ABUSE REPORTING

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

55. SEXUAL HARASSMENT

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

56. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

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

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

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

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

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

58. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

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

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

59. PAYMENT FROM OUTSIDE AGENCIES

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

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; medi-cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

62. RATE SCHEDULE

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the Contractor certifies that:

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2011 and terminates at 5:00 P.M. on June 30, 2012, unless sooner terminated as provide herein.

CONTRACTOR

LEA

Nonpublic School/Agency

Tracy Unified School District

Name of District or Local Educational Agency

Contracting Officer's Date
Signature

Dr. Janet Skulina Date
Director, Special Education

Name and Title (type) Date

Dr. Casey Goodall Date
Assistant Superintendent, Business Services

Tax I.D. # _____

Notices/bills mailed to LEA shall be addressed to:

Attention:

Janet Skulina

Name

Tracy Unified School District

LEA

1875 W. Lowell Ave

Address

Tracy CA 95376

City **State** **Zip**

209-830-3270 209-830-3274

Phone **Fax**

Notices to CONTRACTOR:

Name

Nonpublic School/Agency

Address

City **State** **Zip**

Phone **Fax**

EXHIBIT A: RATES

CONTRACTOR _____ CONTRACTOR NUMBER _____ 2011-2012
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

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

<u>> BASIC EDUCATION PROGRAM</u>	<u>RATE</u>	<u>PERIOD</u>
<u>> As set forth in the IEP for each student</u>	_____	_____

RELATED SERVICES

	<u>RATE</u>	<u>PERIOD</u>
1) Transportation (* shall not include transportation through use of services or equipment owned, leased or contracted through LEA unless provided directly or subcontracted by the NPS/A)		
a) Transportation – Round Trip	_____	_____
b) Transportation – One Way	_____	_____
c) Transportation – 1 on 1 Rider (per IEP)	_____	_____
d) Transportation – Safety Rider (LEA will be billed for the bus safety riders based on the proportion of students on the bus.)	_____	_____
e) Transportation Dual Enrollment	_____	_____
f) Public Transportation	_____	_____
g) Parent*	_____	_____
2) Counseling		
a) Educational Counseling – Individual	_____	_____
b) Educational Counseling – Group	_____	_____
c) Counseling – Parent	_____	_____
3) Adapted Physical Education		
a) Adapted Physical Education – Individual	_____	_____
b) Adapted Physical Education – Group	_____	_____
4) Language/Speech		
a) Language/Speech Therapy-Individual	_____	_____
b) Language/Speech Therapy-Group	_____	_____
c) Consultation	_____	_____
5) Orientation/Mobility Training	_____	_____
6) Occupational Therapy		
a) Occupational Therapy – Individual	_____	_____
b) Occupational Therapy – Group	_____	_____
c) Occupational Therapy – Consultation Rate	_____	_____
7) Physical Therapy	_____	_____
8) Instructional Assistants		
a) Additional Instr. Asst. – Individual (must be authorized on IEP)	_____	_____
9) Intensive Special Education Instruction**	_____	_____
10) Behavior Intervention	_____	_____
11) Nursing Services	_____	_____
12) Other _____	_____	_____

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

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

**By credentialed Special Education Teacher.



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services &
Human Resources
DATE: September 2, 2011
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

None

BACKGROUND:

Bush, Breana

Cordisco, Monica

Gonzalez, Marco Jr.

Hudelson, Amber

Hula, Amanda

CERTIFICATED MANAGEMENT

CERTIFICATED

7th Grade Math (Replacement)
Kelly School
Class I, Step 1, "A"
\$39,279.42
Funding: General

6th Grade (New)
Williams Middle School
Class IV, Step 6, "B"
\$47,616.90
Funding: General

40% Math (Replacement)
Kimball High School
Class I, Step 1, "A"
\$15,257.76
Funding: General

4th Grade (New)
Hirsch Elementary
Class IV, Step 6, "B"
\$47,616.90
Funding: General

Kindergarten (New)
Villalovoz School
Class IV, Step 6, "B"
\$47,616.90
Funding: General

Johnson, Jennifer
4th Grade (New)
Central School
Class VI, Step 6, "B"
\$52,469.73
Funding: Categorical

Lee, Maysue
5th Grade (New)
McKinley School
Class VI, Step 12, "B"
\$62,606.63
Funding: Categorical

Nunes, Laura
1st Grade (New)
Jacobson School
Class IV, Step 6, "B"
\$47,616.90
Funding: Categorical

Shah, Fiaz
6th Grade (New)
Williams Middle School
Class III, Step 5, "B"
\$44,467.09
Funding: General

Webb, Justine
1st Grade (New)
McKinley School
Class VI, Step 12, "B"
\$62,606.63
Funding: Categorical

BACKGROUND:

Aurandt, Tammy

CLASSIFIED

Food Service Worker (Replacement)
*Filled by current TUSD employee
West High School
Range 22, Step C - \$13.11 per hour
6 hours per day
Funding: Child Nutrition-School Program

Burgstrom, Pamela

Special Ed Para Educator I (Replacement)
*Filled by current TUSD employee
Central Elementary School
Range 24, Step E - \$15.07 per hour
4 hours per day
Funding: Special Education

Day, Martha

Food Service Worker (Replacement)
Breakfast Program
*Filled by current TUSD employee
Poet Christian
Range 22, Step A - \$11.95 per hour

	1 hour per day Funding: Child Nutrition-School Program
Goolsby, Tara	Food Service Worker (New) Art Freiler School Range 22, Step A - \$11.95 per hour 2.5 hours per day Funding: Child Nutrition-School Program
Magday, Rosalina	Special Ed Para Educator I (Replacement) *Filled by current TUSD employee West High School Range 24, Step C - \$13.73 per hour 6 hours per day Funding: Special Education
Morales, Lupita	Para Educator I (New) North School Range 24, Step A - \$12.51 per hour 3 hours per day Funding: EIA
Vaughn, Pamela	School Supervision Assistant (Replacement) George Kelly School Range 21, Step C - \$12.81 per hour 1.5 hours per day Funding: General Fund
Villasenor, Yolanda	Clerk Typist II (New) *Filled by current TUSD employee North School Range 27, Step E - \$16.16 per hour 4 hours per day Funding: EIA

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: *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: September 2, 2011
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Finley, Alan Business	MVMS	12/16/11

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Eyer, Mary English	Kimball	09/01/11	Personal

BACKGROUND:

CLASSIFIED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
McIntyre, Patricia Purchasing Clerk	DEC	06/30/2011

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Aurandt, Tammy Food Service Worker	WHS	08/16/2011	Accepted a 6 hour FSW position
Manley, Jacqueline School Supervision Assist.	Villalovoz	08/11/2011	Accepted a 2 hour SSA position

Raya, Mary
School Supervision Assist. George Kelly 09/02/2011 Personal

Sigua, Leonor
Food Service Worker KHS 08/11/2011 Accepted a 4 hour
FSW position @ KHS

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: September 3, 2011
SUBJECT: Ratify Agreement for Special Contract Services for Assistant Volleyball Coach David Daily for 2011-2012 Season

BACKGROUND: There is a need in the volleyball program at Tracy High for additional supervision by knowledgeable coaches to ensure the players have a positive and safe educational experience. Having exceptionally qualified staff is the primary aim of the program. The need for additional help was not determined until after the school year started on August 15, 2011; therefore, this Agreement needs to be ratified.

RATIONALE: David Daily is uniquely qualified to assist and enhance the volleyball program at Tracy High School. As a former varsity volleyball coach, Mr. Daily's extensive volleyball experience and enthusiasm will ensure the overall success and safety of the program. His duties will consist of assisting with daily practice, scouting, fund raising, breaking down film, and driving the District vans to tournaments.

This aligns with Strategic Goal #2: Provide a safe environment for students and staff that is conducive to learning.

FUNDING: Expenses for the assistant volleyball coach will be paid by the District and reimbursed from the Tracy High School ASB account. Expenses will not exceed \$1200.

RECOMMENDATION: Ratify Agreement for Special Contract Services for Assistant Volleyball Coach David Daily for 2011-2012 Season

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and David Daily 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: **Assist with the coaching of the Tracy High Varsity Volleyball Team** including practices, matches, tournaments, and fundraisers.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of **August 4, 2011 to November 14, 2011**
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - A. District shall pay \$1200.00 FLAT RATE (Flat Rate/Hourly), not to exceed a total of \$1200.00. 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 at rates not to 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 "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on 8-1-2011, and shall terminate on 11-15-2011.
5. This agreement may be terminated at any time during the term by either party upon N/A (0) days written notice.
6. Contractor shall contact the District's designee, Mahina Tankersley, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify district for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number or TIN number (2)

Date

Date

Title

Title

Account Number to be charged

Address

City/State/Zip

Budget Approval

Phone Number

Date Approved by the Board

Send All Copies to the Business Office

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

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

Glenda Borejko Page 2 03/10/1998



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. James C. Franco, Superintendent
DATE: August 30, 2011
SUBJECT: Adopt Resolution No. 11-04 to Excuse Meeting Absence of Board Member

BACKGROUND: Board Bylaw 9250 and Education Code §35120 provide that a Board "...member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting...the absence was due to a hardship deemed acceptable by the board;"

RATIONALE: Board of Education member Gregg Crandall was absent for the meeting held August 9, 2011, due to surgery. The Board of Education finds that Gregg Crandall's absence from the meeting of August 9, 2011, was due to hardship deemed acceptable by the Board of Education;

FUNDING: Unrestricted General Fund, Previously Budgeted.

RECOMMENDATION: Adopt Resolution No. 11-04 to Excuse Meeting Absence of Board Member.

Prepared by: Dr. James C. Franco, Superintendent



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 11-04
Resolution to Excuse Meeting Absence of Board Member**

WHEREAS, Board Bylaw 9250 and Education Code §35120 provide that a Board "...member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting...the absence was due to a hardship deemed acceptable by the board;"

WHEREAS, Board of Education member Gregg Crandall was absent for the meeting held August 9, 2011, due to surgery;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education finds that Gregg Crandall's absence from the meeting of August 9, 2011, was due to hardship deemed acceptable by the Board of Education;

BE IT FURTHER RESOLVED that the Board of Education therefore determines that Mr. Crandall shall be paid for his absence from the meeting of August 9, 2011, and further directs that the adoption of this Resolution shall be recorded in the minutes of this meeting of September 13, 2011.

Resolved this 13th day of September, 2011, at a regular meeting of the Board of Education of the Tracy Unified School District by the following vote:

AYES: NOES: ABSENT: ABSTENTION:

PRESIDENT, BOARD OF EDUCATION
TRACY UNIFIED SCHOOL DISTRICT

Attest:

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

Clerk
Board of Education
Tracy Unified School District



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Service
DATE: September 13, 2011
SUBJECT: Adopt Resolution #11-05, Recertifying the Appropriation "Gann" Limits for the 2010/2011 School Year for Tracy Joint Unified School District

BACKGROUND: In November 1979 the California electorate adopted Proposition 4, commonly called the Gann Amendment. The provisions of the Gann Amendment establish maximum Appropriation Limitations, commonly called "Gann Limits," for public agencies, including school districts.

Local education agencies are required to report their Appropriations Limit to the State Superintendent of Public Instruction and to the State Director of Finance. The District is required to calculate a Gann Limit for 2011/12 in accordance with the provisions of Senate Bill 98 and applicable statutory law.

The attached resolution of the recertified Gann Limit for 2011/12 fiscal year has been made in accordance with applicable constitutional and statutory law and does not exceed the limitations imposed by Proposition 4.

FUNDING: N/A

RECOMMENDATION: Adopt Resolution #11-05, Recertifying the Appropriation Limits for the 2011/12 School Year for Tracy Joint Unified School District

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION #11-05**

**APPROPRIATION "GANN" LIMITS FOR THE 2011-2012 SCHOOL YEAR FOR THE
TRACY JOINT UNIFIED SCHOOL DISTRICT**

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article established maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann Limit for the 10/11 fiscal year and a projected Gann Limit for the 11/12 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann Limits for the 10/11 and 11/12 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IF FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 10/11 and 11/12 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED this 13th day of September, 2011, by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District

	2010-11 Calculations			2011-12 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA (2009-10 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2009-10 Actual			2010-11 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	93,261,786.95		93,261,786.95			90,602,080.16
2. PRIOR YEAR GANN ADA (Preload/Line B9, PY column)	15,615.42		15,615.42			15,564.98
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2009-10			Adjustments to 2010-11		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00				0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2010-11 data should tie to Principal Apportionment Attendance Software reports)	2010-11 P2 Report			2011-12 P2 Estimate		
1. Total K-12 ADA (Form A, Line 10)	15,564.98		15,564.98	15,391.62		15,391.62
2. ROC/P ADA**						
3. Total Charter Schools ADA (Form A, Line 26)	0.00		0.00	0.00		0.00
4. Total Supplemental Instructional Hours**						
5. Divide Line B4 by 700 (Round to 2 decimal places)						
6. TOTAL P2 ADA (Lines B1 through B3 plus B5)		15,564.98				15,391.62
OTHER ADA (From Principal Apportionment Attendance Software)						
7. Apprentice Hours - High School						
8. Divide Line B7 by 525 (Round to 2 decimal places)		0.00				0.00
9. TOTAL CURRENT YEAR GANN ADA (Sum Lines B6 plus B8)		15,564.98				15,391.62
C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED TAXES AND SUBVENTIONS (Funds 01, 09, and 62)	2010-11 Actual			2011-12 Budget		
1. Homeowners' Exemption (Object 8021)	274,543.17		274,543.17	275,168.00		275,168.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	90.00		90.00	30.00		30.00
4. Secured Roll Taxes (Object 8041)	19,785,311.46		19,785,311.46	20,760,526.00		20,760,526.00
5. Unsecured Roll Taxes (Object 8042)	1,351,721.05		1,351,721.05	1,352,272.00		1,352,272.00
6. Prior Years' Taxes (Object 8043)	26,683.69		26,683.69	23,621.00		23,621.00
7. Supplemental Taxes (Object 8044)	37,525.28		37,525.28	36,066.00		36,066.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	2,116,154.45		2,116,154.45	2,131,130.00		2,131,130.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (Obj. 8046, 8047 & 8625) (Only if not counted in redevelopment agency's limit)	952,394.00		952,394.00	0.00		0.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-Revenue Limit Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)	(1,861,298.46)		(1,861,298.46)	(1,815,349.00)		(1,815,349.00)
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	22,683,124.64	0.00	22,683,124.64	22,763,464.00	0.00	22,763,464.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	22,683,124.64	0.00	22,683,124.64	22,763,464.00	0.00	22,763,464.00

	2010-11 Calculations			2011-12 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			0.00			0.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			0.00			0.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. Revenue Limit State Aid - Current Year (Object 8011)	63,017,920.00		63,017,920.00	63,073,379.00		63,073,379.00
25. Revenue Limit State Aid - Prior Years (Object 8019)	109,126.00		109,126.00	0.00		0.00
26. Supplemental Instruction - CY (Res. 0000, Object 8590)**			0.00			0.00
27. Supplemental Instruction - PY (Res. 0000, Object 8590)**			0.00			0.00
28. Comm Day Sch Addl Funding - CY (Res. 2430, Obj. 8311 and Res. 0000, Obj. 8590)**			0.00			0.00
29. Comm Day Sch Addl Funding - PY (Res. 2430, Obj. 8319 and Res. 0000, Obj. 8590)**			0.00			0.00
30. ROC/P Apportionment - CY (Res. 0000, Object 8590)**			0.00			0.00
31. ROC/P Apportionment - PY (Res. 0000, Object 8590)**			0.00			0.00
32. Charter Schs. Gen. Purpose Entitlement (Object 8015)	0.00		0.00	0.00		0.00
33. Charter Schs. Categorical Block Grant (Object 8590)**			0.00			0.00
34. Class Size Reduction, Grades K-3 (Object 8434)	2,738,547.00		2,738,547.00	2,649,654.00		2,649,654.00
35. Class Size Reduction, Grade 9 (Object 8590)**			0.00			0.00
36. SUBTOTAL STATE AID RECEIVED (Lines C24 through C35)	65,865,593.00	0.00	65,865,593.00	65,723,033.00	0.00	65,723,033.00
ADD BACK TRANSFERS TO COUNTY						
37. County Office Funds Transfer (Form RL, Line 32)	683,701.00		683,701.00	682,289.00		682,289.00
38. TOTAL STATE AID (Lines C36 plus C37)	66,549,294.00	0.00	66,549,294.00	66,405,322.00	0.00	66,405,322.00
DATA FOR INTEREST CALCULATION						
39. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	118,529,024.96		118,529,024.96	116,275,556.91		116,275,556.91
40. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	130,219.38		130,219.38	85,000.00		85,000.00
APPROPRIATIONS LIMIT CALCULATIONS	2010-11 Actual			2011-12 Budget		
D. PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			93,261,786.95			90,602,080.16
2. Inflation Adjustment			0.9746			1.0251
3. Program Population Adjustment (Lines B9 divided by [A2 plus A7]) (Round to four decimal places)			0.9968			0.9889
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			90,602,080.16			91,845,266.64
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			22,683,124.64			22,763,464.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B9 or \$2,400; but not greater than Line C38 or less than zero)			1,867,797.60			1,846,994.40
b. Maximum State Aid in Local Limit (Lesser of Line C38 or Lines D4 minus D5 plus C23; but not less than zero)			66,549,294.00			66,405,322.00
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			66,549,294.00			66,405,322.00
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C40 divided by [Lines C39 minus C40] times [Lines D5 plus D6c])			98,141.11			65,232.04
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			22,781,265.75			22,828,696.04
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C38 or less than zero)			66,549,294.00			66,405,322.00
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			22,781,265.75			
b. State Subventions (Line D8)			66,549,294.00			
c. Less: Excluded Appropriations (Line C23)			0.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			89,330,559.75			

	2010-11 Calculations			2011-12 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
10. Adjustments to the Limit Per Government Code Section 7902.1 (Line D9d minus D4; if negative, then zero) If not zero report amount to: Ana J. Matosantos, Director State Department of Finance Attention: School Gann Limits State Capitol, Room 1145 Sacramento, CA 95814			0.00			
Summary	2010-11 Actual			2011-12 Budget		
11. Adjusted Appropriations Limit (Lines D4 plus D10)			90,602,080.16			91,845,266.64
12. Appropriations Subject to the Limit (Line D9d)			89,330,559.75			

* Please provide below an explanation for each entry in the adjustments column.

** Impacted by the flexibility provisions of SBX3 4 (Chapter 12, Statutes of 2009), as amended by SB 70 (Chapter 7, Statutes of 2011). Amounts in Section C, State Aid Received, can no longer be extracted and must be manually input into the Adjustments column.

Reed Call
Gann Contact Person

(209) 830-3200
Contact Phone Number



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 29, 2011
SUBJECT: Approve the Unaudited Statement of Receipts and Expenditures for the 2010-2011 Fiscal Year

BACKGROUND: Education Code Section 42100 requires that the governing board, on a form prescribed by the Superintendent of Public Instruction, submit an annual statement of all receipts and expenditures of the district for the preceding year and file that statement with the county superintendent of schools. This document is commonly known as the “unaudited actuals.”

RATIONALE: The information compiled in this report is the basis for the annual financial audit. The county superintendent of schools is required to verify the mathematical accuracy of the unaudited actual statement and transmit a copy to the Superintendent of Public Instruction.

FUNDING: The unaudited actuals report has no direct impact on funding, however, the information about past year revenues and expenses establishes an increased beginning balance for the 2011-12 budget, which will be considered in a future update to the current year budget.

RECOMMENDATION: Approve the Unaudited Statement of Receipts and Expenditures for the 2010-2011 Fiscal Year

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: September 6, 2011
SUBJECT: Update and Approve Plans for the Tracy High School Stadium Project

BACKGROUND: Measure E, approved by the voters within Tracy Unified School District (TJUSD) on June 6, 2006, authorized the issuance of \$51 million in bonds. The Measure E project list included the construction of a stadium and pool complex and a theater complex at West High School; and, the modernization and renovation of the Tracy High School campus. With the completion of many of the projects on the bond list, the Board received a report from staff at the February 8, 2011 Board meeting which recommended moving forward with the Facilities Committee recommendation to begin the planning process for the THS Stadium with remaining bond funds/matching state facilities funds.

RATIONALE: A planning committee consisting of the three TUSD Board member Facilities Committee, the Superintendent, the Associate Superintendent of Business, district staff, project architects, project construction manager, Tracy High School Principal, and the THS Athletic Director have met several times to discuss the stadium project. The planning committee has also met with various stakeholders; including representatives from the community, the City of Tracy, Tracy Breakfast Lions, members of youth sports football leagues, THS site staff, various THS coaches and the THS PE department to gather input.

Staff will present the status of the planning for the Tracy High School Stadium Project and is requesting approval of the Facilities Committee recommendations on the scope of the project.

FUNDING: No funding implications at this time.

RECOMMENDATION: Update and Approve Plans for the Tracy High School Stadium Project

Prepared by: Bonny Carter, Director of Facilities and Planning



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: July 29, 2011
SUBJECT: Approve the First Amendment to the Public Agency Offsite Improvement Agreement for Kimball High School

BACKGROUND: On February 12, 2008, the Tracy Unified School District Board of Education approved the City of Tracy Public Agency Offsite Improvement Agreement (OIA) for Kimball High School on Lammers Road south of 11th Street.

When improvements to the City's infrastructure are more than \$50,000.00, an improvement agreement is required by the City to approve the construction and allow access to the City's right of way. No construction is allowed to commence until after City Council approves the agreement and an encroachment permit is issued to the School District's contractor.

RATIONALE: In order to obtain approval for infrastructure connections to City services for the Kimball High School project, the City determined that certain off-site improvements were to be completed by the District or the District's contractor. Part of the agreed upon work included the construction of a 20-inch water transmission main on Lammers Road. However, on July 20, 2010, the City Council approved the Subdivision Improvement (SIA) for the Tracy Gateway Business Park. Under the terms of the SIA, the developer of Tracy Gateway Business Park is required to construct Lammers Road Improvements, including the 20-inch water main. The City of Tracy and the School District therefore wish to amend their OIA to remove the District's obligation to install the Lammers Road water main as required by the original Agreement.

FUNDING: No financial impact at this time.

RECOMMENDATION: Approve the First Amendment to the Public Agency Offsite Improvement Agreement for Kimball High School

Prepared by: Bonny Carter, Director, Facilities and Planning

**CITY OF TRACY
FIRST AMENDMENT TO THE PUBLIC AGENCY OFFSITE IMPROVEMENT
AGREEMENT
FOR KIMBALL HIGH SCHOOL**

This **FIRST AMENDMENT TO THE PUBLIC AGENCY OFFSITE IMPROVEMENT AGREEMENT** (hereinafter "Amendment") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation (hereinafter "City"), and **TRACY JOINT UNIFIED SCHOOL DISTRICT**, a public school district operating under the laws of the State of California (District), as of July 16, 2002.

RECITALS

- A. District has submitted development plans for a school building facility to be constructed on the eastside of Lammers Road south of Eleventh Street (hereinafter "Project") and the City has determined that certain off-site improvements (hereinafter referred to as either "Off-site Improvements" or "Work") shall be made by the District as a condition of the development of the Project.
- B. The District was required to install as part of the Work, a 20-inch diameter water transmission main on Lammers Road from Eleventh Street to Redbridge Drive, for the purpose of supplying water to the Kimball High School, for domestic use and fire protection purposes (hereinafter "Lammers Road Water Main").
- C. The Public Agency Offsite Improvement Agreement for the Project was approved by the City Council on April 20, 2010, pursuant to Resolution No. 2010-053 and is on file with the City Clerk (hereinafter "Agreement").
- D. On July 20, 2010, the City Council approved the Subdivision Improvement Agreement (SIA) for the Tracy Gateway Business Park – Phase 1, Tract 3659, for the construction of streets and utilities improvements on Lammers Road (Lammers Road Improvements). Under the SIA, the developer(s) of the Tracy Gateway Business Park – Phase 1, Tract 3659, were required to construct Lammers Road Improvements which includes the Lammers Road Water Main. As of this date, the Lammers Road Water Main is about thirty-six percent (36%) complete and anticipated to be complete and made operational before the end of December 2011.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.

**CITY OF TRACY
FIRST AMENDMENT TO THE PUBLIC AGENCY OFFSITE IMPROVEMENT AGREEMENT
KIMBALL HIGH SCHOOL
PAGE 2 OF 3**

2. **AMENDMENT TO THE OFFSITE IMPROVEMENT AGREEMENT.** The work as described in the Plans and Specifications, Exhibit "B" and Section 1 of the Agreement is amended to remove the District's obligation to install the Lammers Road Water Main required by the Agreement. The Lammers Road Water Main will be installed by the developer(s) of the Tracy Gateway Business Park – Phase 1, Tract 3659 as part of the Lammers Road Improvements.

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**CITY OF TRACY
FIRST AMENDMENT TO THE PUBLIC AGENCY OFFSITE IMPROVEMENT AGREEMENT
KIMBALL HIGH SCHOOL
PAGE 3 OF 3**

- 3. SIGNATURES.** This Amendment is executed in two (2) duplicate originals, each of which is deemed original. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the District and the City. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY
a municipal corporation

DISTRICT

By: Brent Ives
Title: MAYOR
Date: _____

By: Casey Goodall
Title: ASSISTANT SUPERINTENDENT
OF BUSINESS SERVICES
Date: _____

Attest:

By: Sandra Edwards
Title: CITY CLERK
Date: _____

Approved As To Form:

By: Daniel Sodergren
Title: CITY ATTORNEY
Date: _____

01-072211cm



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: September 2, 2011
SUBJECT: Authorize Tracy Unified School District to Hire Thirteen AVID College Tutors for the 2011-12 School Year.

BACKGROUND: Himanshu Arora, Michael Conlon, Natalie Craig, Enrique Samuel Rosas, Marcos Elmer, Emily Francesconi, Alex Haley, Andrew Gouveia, Arash-Scott Behnam, Edward Nguyen, Jonathan Gonzales, Nick Callanta, and Victoria Begay will be hired through an Agreement for Special Contract Services as AVID College Tutors by Tracy Unified School District for the time period of September 19, 2011 to May 25, 2012.

RATIONALE: To be certified as an AVID school, each school must meet the AVID Essential Requirement #8: "A sufficient number of tutors must be available in AVID elective classes to facilitate student access to rigorous curriculum. Tutors should be students from colleges and universities and they must be trained to implement the methodologies used in AVID."

This 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.

FUNDING: The funding will come from the AVID District Budget. Tutors will be paid at \$10 per hour and will not exceed a total of 5 hours a week per each of the thirteen tutors. The total cost will not exceed \$21,450 if all thirteen tutors work a full 5 hours per week. Approximately \$22,000 has been reserved for this purpose in the AVID District Budget.

RECOMMENDATION: Authorize Tracy Unified School District to Hire Thirteen AVID College Tutors for the 2011-12 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Himanshu Arora, 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: Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (165) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: Williams Middle School, Monte Vista Middle School, Kelly School, Tracy High School, 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 \$ 10 per HOURLY/DAY/FLAT RATE (circle one), not to exceed a total of \$ 1650.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A 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 19, 2011, and shall terminate on May 25, 2012.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Terri Sorgent at (209)830-3360 x2081 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

Address

Tracy Unified School District

Date

01-7090-0-1110-1000-1100-800-2767
AVID DISTRICT ACCOUNT

Account Number to be Charged:

Paul Hall
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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TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Victoria Begay, 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: Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (165) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: Williams Middle School, Monte Vista Middle School, Kelly School, Tracy High School, 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 \$ 10 per HOURLY/DAY/FLAT RATE (circle one), not to exceed a total of \$ 1650.00 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A 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 19, 2011, and shall terminate on May 25, 2012.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Terri Sorgent at (209)830-3360 x2081 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

Address

Tracy Unified School District

Date

01-7090-0-1110-1000-1100-800-2767
AVID DISTRICT ACCOUNT

Account Number to be Charged:

Paul Hall
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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TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Arash-Scott Behnam, 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: Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (165) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: Williams Middle School, Monte Vista Middle School, Kelly School, Tracy High School, 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 \$ 10 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 1650.00 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A 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 19, 2011, and shall terminate on May 25, 2012.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Terri Sorgent at (209)830-3360 x2081 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

Address

Tracy Unified School District

Date

01-7090-0-1110-1000-1100-800-2767
AVID DISTRICT ACCOUNT

Account Number to be Charged:

Paul Hall
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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TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Nick Callanta, 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: Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (165) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: Williams Middle School, Monte Vista Middle School, Kelly School, Tracy High School, 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 \$ 10 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 1650.00 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A 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 19, 2011, and shall terminate on May 25, 2012.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Terri Sorgent at (209)830-3360 x2081 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

Address

Tracy Unified School District

Date

01-7090-0-1110-1000-1100-800-2767
AVID DISTRICT ACCOUNT

Account Number to be Charged:

Paul Hall
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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TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Michael Conlon, 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: Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (165) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: Williams Middle School, Monte Vista Middle School, Kelly School, Tracy High School, West High School
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 - 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.
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5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Terri Sorgent at (209)830-3360 x2081 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.
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AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

Address

Tracy Unified School District

Date

01-7090-0-1110-1000-1100-800-2767
AVID DISTRICT ACCOUNT

Account Number to be Charged:

Paul Hall
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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TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Natalie Craig, 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: Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (165) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: Williams Middle School, Monte Vista Middle School, Kelly School, Tracy High School, 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 \$ 10 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 1650.00 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [☐] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A 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 19, 2011, and shall terminate on May 25, 2012.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Terri Sorgent at (209)830-3360 x2081 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

Address

Tracy Unified School District

Date

01-7090-0-1110-1000-1100-800-2767
AVID DISTRICT ACCOUNT

Account Number to be Charged:

Paul Hall
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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TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and **Marcos Elmer**, 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: **Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.**
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (**165**) **HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location: Williams Middle School, Monte Vista Middle School, Kelly School, Tracy High School, 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 \$ 10 per **HOUR/DAY/FLAT RATE** (circle one), not to exceed a total of \$ 1650.00 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] **SHALL**; [X] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A 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 19, 2011**, and shall terminate on **May 25, 2012**.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Terri Sorgent at (209)830-3360 x2081 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Tracy Unified School District

Social Security Number (2)

Date

01-7090-0-1110-1000-1100-800-2767
AVID DISTRICT ACCOUNT

Title

Account Number to be Charged:

Address

Paul Hall
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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TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Emily Francesconi, 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: Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (165) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: Williams Middle School, Monte Vista Middle School, Kelly School, Tracy High School, 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 \$ 10 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 1650.00 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A 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 19, 2011, and shall terminate on May 25, 2012.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Terri Sorgent at (209)830-3360 x2081 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Tracy Unified School District

Social Security Number (2)

Date

01-7090-0-1110-1000-1100-800-2767
AVID DISTRICT ACCOUNT

Title

Account Number to be Charged:

Address

Paul Hall
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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TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and **Jonathan Gonzales**, 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: **Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.**
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (**165**) **HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location: Williams Middle School, Monte Vista Middle School, Kelly School, Tracy High School, 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 \$ **10** per **HOUR/DAY/FLAT RATE** (circle one), not to exceed a total of \$ **1650.00** Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] **SHALL**; [X] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ **N/A** 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 19, 2011**, and shall terminate on **May 25, 2012**.
5. This agreement may be terminated at any time during the term by either party upon **30** days written notice.
6. Contractor shall contact the District's designee, **Terri Sorgent** at **(209)830-3360** **x2081** with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

Address

Tracy Unified School District

Date

01-7090-0-1110-1000-1100-800-2767
AVID DISTRICT ACCOUNT

Account Number to be Charged:

Paul Hall
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.

File: CntrctSrvc.dot
Disk: S:\shared

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Andrew Gouveia, 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: Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (165) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: Williams Middle School, Monte Vista Middle School, Kelly School, Tracy High School, 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 \$ 10 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 1650.00 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A 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 19, 2011, and shall terminate on May 25, 2012.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Terri Sorgent at (209)830-3360 x2081 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Tracy Unified School District

Social Security Number (2)

Date

01-7090-0-1110-1000-1100-800-2767
AVID DISTRICT ACCOUNT

Title

Account Number to be Charged:

Address

Paul Hall
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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TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Alex Haley, 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: Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (165) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: Williams Middle School, Monte Vista Middle School, Kelly School, Tracy High School, 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 \$ 10 per HOURLY/DAY/FLAT RATE (circle one), not to exceed a total of \$ 1650.00 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A 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 19, 2011, and shall terminate on May 25, 2012.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Terri Sorgent at (209)830-3360 x2081 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

Address

Tracy Unified School District

Date

01-7090-0-1110-1000-1100-800-2767
AVID DISTRICT ACCOUNT

Account Number to be Charged:

Paul Hall
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.

File: CntrctSrvcs.dot
Disk: S:\shared

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Eddie Nguyen, 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: Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (165) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: Williams Middle School, Monte Vista Middle School, Kelly School, Tracy High School, 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 \$ 10 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 1650.00 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A 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 19, 2011, and shall terminate on May 25, 2012.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Terri Sorgent at (209)830-3360 x2081 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

Address

Tracy Unified School District

Date

01-7090-0-1110-1000-1100-800-2767
AVID DISTRICT ACCOUNT

Account Number to be Charged:

Paul Hall
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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TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Samuel Rosas, 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: Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (165) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: Williams Middle School, Monte Vista Middle School, Kelly School, Tracy High School, West High School
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
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 - 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.
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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.
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Consultant Signature (1)

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Title

Address

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