

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

**DATE: TUESDAY, DECEMBER 13, 2011**

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

**TIME: 5:20 PM Closed Session  
7:00 PM Open Session**

**A G E N D A**

**1. Call to Order**

**2. Roll Call – Establish Quorum**

Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, 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 #11-12/20, 23, 24, 25, 26, 27, 28, 29, 31, 35**

**3.1.2 Request to Expunge Expulsion Records #11-12/#1 (1016777)**

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

**3.1.3 Waiver of Expulsion #11-12/2**

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

**3.1.4 PE Exemption WHS#10211374, WHS #1019620**

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

**3.1.5 Application for Reinstatement #11-12/#39**

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

**3.2 Human Resources:**

**3.2.1 Consider Public Employee/Employment/Discipline/Dismissal/Release**

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

**3.2.2 Conference with Labor Negotiator**

Agency Negotiator: Sheila Harrison

Assistant Superintendent of Educational Services & Human Resources

Employee Organization: CSEA, TEA

**4. Adjourn to Open Session**

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

- |   |                |
|---|----------------|
| <b>6. Closed Session Issues:</b>  | <b>Pg. No.</b> |
| <b>6a</b> Finding of Fact #11-12/20, 23, 24, 25, 26, 27, 28, 29, 31, 35<br><b>Action:</b> Motion __; Second __. <b>Vote:</b> Yes __; No __; Absent __; Abstain __   |                |
| <b>6b</b> Report Out of action Taken on Request to Expunge Expulsion Records<br>#11-12/#1 (1016777)<br><b>Action:</b> <b>Vote:</b> Yes __; No __; Absent __; Abstain __   |                |
| <b>6c</b> Report Out of Action Taken on Waiver of Expulsion #11-12/2<br><b>Action:</b> <b>Vote:</b> Yes __; No __; Absent __; Abstain __  |                |
| <b>6d</b> Report Out of Action Taken on PE Exemption WHS#10211374, WHS #1019620<br><b>Action:</b> <b>Vote:</b> Yes __; No __; Absent __; Abstain __   |                |
| <b>6e</b> Report Out of Action Taken on PE Application for Reinstatement #11-12/#39<br><b>Action:</b> <b>Vote:</b> Yes __; No __; Absent __; Abstain __   |                |
| <br><b>7. Approve Regular Minutes of November 8, 2011.</b>  | <b>1-5</b>     |
| <b>Action:</b> Motion __; Second __. <b>Vote:</b> Yes __; No __; Absent __; Abstain __.   |                |
| <br><b>8. Board Organization:</b>   |                |
| <b>8.1</b> Elect Officers: President, Vice President, Clerk<br><b>Action:</b> Motion __; Second __. <b>Vote:</b> Yes __; No __; Absent __; Abstain- __.   | <b>6-8</b>     |
| <b>8.2</b> Appoint Representatives to the following committees:<br>Budget; CALSSD; City Schools Liaison; District Attendance Area; Facilities Advisory;<br>Facility Use Policy Review; Family Life, Legislative Action, SJCSBA; Special Ed;<br>TAPFFA; Tracy Learning Center/Ad Hoc Board Member; Tracy Parks.<br><b>Action:</b> Motion __; Second __. <b>Vote:</b> Yes __; No __; Absent __; Abstain- __.  |                |
| <b>8.3</b> Approve Board Meeting Calendar<br><b>Action:</b> Motion __; Second __. <b>Vote:</b> Yes __; No __; Absent __; Abstain- __.   |                |
| <br><b>9. Recognition &amp; Presentations:</b> An opportunity to honor students, employees and community members for outstanding achievement:   |                |
| <b>9.1</b> Recognize and Congratulate Julie Gard for Being Named a National Board Certified Teacher   |                |
| <b>9.2</b> Recognize Sue Moriarty as the Outstanding Certificated Employee of the Fall Term for Grades 9-12 for the 2011-2012 School Year   | <b>9</b>       |
| <b>9.3</b> Poet Christian School Update on Staff Development Initiatives to Support Student Achievement   |                |
| <br><b>10. Hearing of Delegations:</b> 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).<br>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.

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

**11.1 Administrative & Business Services:**

11.1.1 Receive Report on Measure E Funds 10

**12.1 Educational Services:**

12.1.1 Receive Report on New Age of School Enrollment and Jumpstart 11

Kindergarten Program to Begin in August 2012

12.1.2 Receive Report on Apex Learning (Digital Curriculum) 12

12.1.3 Receive Report on Proposed Plans for Requiring Tickets for the 2012 High School Graduation Ceremonies 13

**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 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Organizations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District 14-15

13.1.2 Approve Assembly Vendors and Site Assembly Utilization Calendars 16-21

13.1.3 Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 22-23

13.1.4 Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 24-25

13.1.5 Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 26-28

**13.2 Educational Services:**

13.2.1 Ratify Contract with Allyson Moore, Behavior Consultant for the 2011-2012 School Year 29-31

13.2.2 Ratify Contract with Living Well BCS, Inc. for School Year 2011-12 32-34

13.2.3 Ratify Contract with The Speech Pathology Group, Inc. for the School Year 2011-12 35-37

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13.2.4	Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Central School for the 2011-2012 School Year	38-40
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 Montezuma, New Mexico on July 16-20, 2012	41
13.2.6	Approve Agreement for Special Contract Services Between DataWORKS Educational Research Center and Central School for the 2011-2012 School Year	42-46
13.2.7	Approve Agreement for Special Contract Service with Counseling and More (CAM) to Provide Training for Parents at McKinley Elementary School for the 2011-2012 School Year	47-49
13.2.8	Ratify Master Contract with Central Valley Training Center, NPS, for School Year 2011-12	50-82
13.2.9	Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Bohn Elementary School on February 15-April 18, 2012	83-87
13.2.10	Ratify Retroactive Reimbursement for Dr. Mark Miller to Travel to an Out of State Training on School Neuropsychology	88-89
13.3	<b>Human Resources:</b>	
13.3.1	Approve Classified, Certificated and/or Management Employment	90-91
13.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	92
13.3.3	Ratify Agreement for Special Contract Services for Assistant Football Coach Larry Thompson at West High School for the Second Half of the 2011-2012 Fall Season	93-95
14.	<b>Action Items:</b> 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	<b>Administrative &amp; Business Services:</b>	
14.1.1	Adopt Revised Board Policy and Administrative Regulation 7310 Naming of Schools, Individual Buildings, or Facilities (Second Reading)	96-100
Action:	Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain___.	
14.1.2	Approve "Dr. Joseph S. West" as the Name for the Tracy High School Administration/Classroom Building	101-102
Action:	Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain___.	
14.1.3	Adopt Revised Board Policy and Administrative Regulation 1330.1 Facility Use (First Reading)	103-135
Action:	Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain___.	
14.1.4	Consider Claim No. 3-1112 TUSD	136
Action:	Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain___.	
14.1.5	Certify 2011-2012 Fiscal Year First Interim Report (Separate Cover Item)	137-138
Action:	Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain___.	

14.1.6	Adopt Resolution No. 11-11, Procedures Under Public Contract Code Section 22000	Pg. No. 139-141
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.	
14.1.7	Accept the Annual Report on the Collection and Expenditure of Development Fees for Fiscal Year 2010-11	142-151
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.	
<b>14.2</b>	<b>Educational Services:</b>	
14.2.1	Adopt Revised Board Policy and Acknowledge Administrative Regulation 4156.2 Certificated and 4256.2 Classified, Governing Board's Recognition of Employees (2 <sup>nd</sup> Reading)	152-164
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.	
14.2.2	Approve School Site Single Plans for Student Achievement and Site Categorical Budgets for the 2011-2012 School Year (Separate Cover Item)	165
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.	
<b>14.3</b>	<b>Human Resources:</b>	
14.3.1	Receive the District's Sunshine Proposal for the Tracy Educators Association (TEA) for a Successor Agreement, Pending Public Input	166-167
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.	
14.3.2	Approve Status Quo for Salaries and Benefits for the Tracy School Management Association (TSMA) for the 2011-2012 School Year	168-174
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.	
14.3.3	Approve Agreement for Furnishing Clinical Experience and the Use of Clinical Facilities with CSU, East Bay	175-180
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.	
<b>15.</b>	<b>Board Reports:</b> An opportunity for board members to discuss items of particular importance or interest in the district.	
<b>16.</b>	<b>Superintendent's Report:</b> 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.	
<b>17.</b>	<b>Board Meeting Calendar:</b>	
17.1	January 10, 2012	
17.2	January 24, 2012	
17.3	February 14, 2012	
17.4	February 28, 2012	
<b>18.</b>	<b>Upcoming Events:</b>	
18.1	December 19-January 2	No School, Winter Break
18.2	January 16, 2012	No School, MLK Day
18.3	February 13, 2012	No School, Lincoln's Birthday
18.4	February 20, 2012	No School, Presidents' Day

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent's Office at 209/830-3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary 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, November 8, 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  
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry
- 7:09 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 Finding of Fact #11-12/4, 5, 9, 13, 16, 17, 19  
**Action:** 4, 5, 13, 16, 17, 19 - Guzman, Swenson. **Vote:** Yes-7; No-0.  
**Action:** Item 9, as amended. Swenson, Silva. **Vote:** Yes-5; No-2.  
6b Report Out of Action Taken on Expungement #08-09/76  
**Action:** **Vote:** Yes-7; No-0.  
6c Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL 158, Pursuant to Article XXIII  
**Action:** **Vote:** Yes-7; No-0.
- Employees Present:** C. Minter, J. Cardoza, C. Edmiston, V. McDonald, C. Sasser, B. Maslyar, K. Gill, J. Wilson, I. Soria, L. Beeso, I. Soria, B. Price, K. Patrick, L. McDaniel, J. Owens, T. Peterson, B. Carter, G. Garner, J. Collin, C. Garske, D. Essenmacher, C. Boehmer
- Press:** None.
- Visitors Present:** D. Vang, M. Andrade, V. Lasiter, H. Goias, B. Oseguera, E. DeBie, D. Gonzalez, J. Gray, E. Brackett, T. Brown, A. Greene, A. Ruiz, H. Porter
- Minutes:** **Approve Regular Minutes of October 25, 2011.**  
**Action:** Swenson, Vaughn. **Vote:** Yes-7; No-0.
- Student Rep Reports:** West High: Dustin Vang reported that on Thursday, West High football team will travel to Turlock for the first round of playoffs. In soccer they will play their section semi final game on Thursday. Senior service projects are underway and a few groups met at for graduation activities. There was also an empowering parents meeting. The art gallery will display student art work. The new theater should be complete by the beginning of the 2<sup>nd</sup> semester.
- Tracy High: Michelle Andrade reported that they are finalizing girls' treat details set for November 19<sup>th</sup>. They had a bullying event and had students sign pledges. Friday they played Franklin and won 48-41 which was the last game at the stadium. The students are really excited for all new renovations. They have been involved with many community service opportunities such as the coat drive and the leadership weekend for bell ringing.

Stein: Zachary Washington was not able to attend tonight.  
Kimball High: Aloukika Shah was not able to attend tonight.

Poet Christian: Victoria Lasiter, Hanna Goias and Briana Oseguera presented a power point. At PC they want to build a sense of belonging and dedication to academics. Many families participate and the parent club has raised \$11,000. They have an air quality flag program and wall of student artwork. Students are involved in relay for life, recycling program and red ribbon week. They enjoy sports such as lunchtime soccer, volleyball and basketball. They have many activities such as spirit days, hallo walk-a-thon, dances and the spring talent show. The Leadership class helps with tutoring and helps out in the school library and office. Academics are a top priority and they are involved in the spelling bee and accelerated reader. They always have fun with family movie night, after school dances, and staff v. student games. Ms. Andrade dance performances are at the Grand Theater.

**Recognition & Presentations:**

**9.1 Jacobson School Update on Staff Development Initiatives to Support Student Achievement**

Principal, Cynthia Sasser, and teacher, Mrs. Julie Miller, presented a power point which showed how to teach something new other than what is expected. They received training in RSDSS and this is their 4<sup>th</sup> year working on instruction and academic vocabulary. The training wasn't boring and was totally unexpected. They are also focusing on character and peace building. They are receiving training from Nancy Fetzer on writing. They showed a video clip of Nancy Fetzer actually teaching a class.

**9.2 Recognize the Outstanding Employees of the Fall Term for the 2011-12 School Year**

The following employees were recognized: Irma Soria 6-8 classified - Purchasing Specialist; Kelle Patrick, 6-8 certificated – Teacher at Kelly School; Barbara Price, K-5 classified – Special Ed Para at Villalovoz; Lois McDaniel, 9-12 classified – Secretary to the Director of Food Services; Cindy Edmiston, Management - Coordinator of Health Services; Tammy Peterson, K-5 certificated – Teacher at Kelly; and Sue Moriarty, 9-12 certificated - Teacher at West High was unable to attend tonight. Dr. Franco presented them with certificates.

**Hearing of Delegations**

None.

**Information & Discussion Items:**

**11.1 Administrative & Business Services:**

**11.1.1 Receive Report on the California State Budget and the Tracy Unified School District Budget**

Trustee Crandall left the meeting at 7:48 p.m.  
Trustee Crandall returned to the meeting at 7:50 p.m.

Associate Superintendent for Business Services, Dr. Casey Goodall, presented a power point which reviewed the Governor's modified budget estimates and trigger language. There could be an estimated reduction to TUSD of \$241.94 per student and they may also shorten the school year and cut in home-to-school transportation which eliminates the second half of the year for that program. This comes out to about 4% which is 3.5 to 4 million. This crisis is real and the state will have to make budget cuts. The next step is to approve the First Interim Report which will come before the Board at the December 13<sup>th</sup> meeting. The annual Governor's budget proposal will be on January 10, 2012, and there will likely be reductions in January and February.

**Public Hearing:** 12.1 **Public Hearing:** None.

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

**13.1 Administrative & Business Services:**

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

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

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

**13.1.4** Approve Assembly Vendors and Site Assembly Utilization Calendars

**13.2 Educational Services:**

**13.2.1** Approve Funding for the Revised Agriculture Incentive Grant for West High School for the 2011-2012 School Year

**13.2.2** Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending October 15, 2011

**13.2.3** Ratify Agreement for Special Contract Services and Memorandum of Understanding (MOU) with San Joaquin County Office of Education Artists-In-Schools (AIS) Department to Provide a Four Week Art Session to Four 4<sup>th</sup> Grade Classes at Art Freiler School on November 4 – December 9, 2011.

**13.2.4** Approve Agreement for Special Contract Services and Memorandum of Understanding (MOU) with San Joaquin County Office of Education Artists-In-Schools (AIS) Department to Provide a Four Week Art Session to One 5<sup>th</sup> Grade Class at Art Freiler School on May 8-22, 2012

**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** Adopt Resolution No. 11-10 Honoring Mr. Tom Hawkins

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

**14.1.2** Adopt Revised Board Policy and Administrative Regulation 7310 Naming of Schools, Individual Buildings, or Facilities (First Reading)



- Action:** Crandall, Silva. **Vote:** Yes-7; No-0.
- 14.1.3** Adopt Revised Board Policy and Administrative Regulation 5030 Student Wellness (Second Reading, Intent to Adopt)
- Action:** Guzman, Vaughn. **Vote:** Yes-7; No-0.
- 14.1.4** Receive Update on the Tracy High School Stadium Project and Approve the Plans for the Placement of the Relocatable Buildings
- Action:** Crandall, Guzman. **Vote:** Yes-7; No-0.

Director of Facilities Planning, Bonny Carter, and architects, Kevin Arwood and Debbie Stevens, presented a power point which reviewed the plan for the stadium. They have met and discussed the plans with the coaches and staff at Tracy High. That will submit the plan to DSA in January which will take about 5 months. In June they should have approval and it will go out to bid. They will start after the 4<sup>th</sup> of July and hope to be finished in July of 2013. The three athletic directors have a plan in place on how they will share stadiums. The stadium improvements will have an artificial turf, 9 lane synthetic track, bleachers for home and visitor; home restroom and the existing concession will remain for a cost of \$7,941.632. There is also a relocatable improvement project and replacement of the fire lane north of the tennis courts and pool and would replace old underground domestic water piping. They are asking for approval of the plan tonight and hope to have approval of DSA by May, 2012 so they can start construction in June, 2012 and complete it by Sept, 2013.

- 14.1.5** Authorize the Associate Superintendent for Business Services to Enter Into an Agreement with Vallejo Unified School District and Ed Jones Food Services, Inc. to Join the Schools Linked in Commodities (SLIC) Cooperative for the 2012-13 School Year
- Action:** Silva, Swenson. **Vote:** Yes-7; No-0.

**14.2 Educational Services:**

- 14.2.1** Adopt Revised Board Policy and Acknowledge Administrative Regulation 4156.2 Certificated and 4256.2 Classified, Governing Board's Recognition of Employees (2<sup>nd</sup> Reading)
- Action:** This item was pulled from the agenda. **Vote:** None.

**14.3 Human Resources:**

- 14.3.1** Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for a Successor Agreement
- Action:** Crandall, Guzman. **Vote:** Yes-7; No-0.

**Board Reports:**

Trustee Silva attended the anti-bullying red carpet event at Kimball High. It was successful. Guest speakers and artist were very inspirational. He congratulated Mr. Hall. He also attended the facility committee meeting. There are still questions about baseball and options are being explored. He was at the San Joaquin County School Board dinner, where Tracy High teacher, Kirk Brown received teacher of the year. His comments were very inspiring. West High dominated McNair and made it in the playoffs and will play Pitman at Turlock High. Trustee Swenson enjoyed lunch at FEAST at Tracy High. The next serving

is Nov. 17 and it is a great lunch. It's great to see the construction at Monte Vista and the new factory buildings are looking good. It is a real improvement. The Breakfast Lions Club will be cooking for the PBK luncheon next month. Trustee Guzman attended the facility committee meeting and the Tracy High football game which is the last at that stadium and they won. He attended the School board dinner with Greg, Jill and Jim. He felt so privileged that Tracy High has Kirk Brown as a teacher. He didn't realized how many students he has taught that have become so successful. It was a very uplifting speech. He's had 3,000 students go through his classes and has stayed in touch with about 1,000 of them. We are proud of him. He also attended the Dia de los Muertos event put on by Southside Community Group. It was very educational. Some of our students were out there dancing. Mrs. Fonseca does a great job with her dance group and it keeps the culture with the students. He wished good luck to West at their game. Trustee Vaughn attended the anti-bullying campaign celebration at Kimball High. It was an excellent event and hopefully it will grow next year. Trustee Costa attended the anti-bullying program at Kimball and congratulated those that put it on. She hopes that the students understand what we were trying to do to let them know that we have zero tolerance for bullying in this district. They are not alone and can come to any adult and will be taken seriously. She congratulated Paul for his work on the event. She attended the county dinner which was very inspirational. It was amazing to hear what Kirk Brown's students have gone on to do. Some have come back to TUSD and are teachers here. She also visited Freiler School. They had fun on Halloween dancing to "Thriller". Trustee Crandall is working with Paul and offering 3 classes on Facebook for anyone. They will be held on Nov. 14, 15 and 29<sup>th</sup> from 5:30-7:00 p.m. Trustee Gouveia thanked the board and school administration. There was tremendous support in honoring Tom at the rosary, mass and Hawkins School. He could not make it to the red carpet event due to Dia de los Muertos. He missed the diversity committee meeting, due to his son's soccer banquet. Andrew made all league and was scholar athlete. The Parks and Rec are moving forward with the Holly groundbreaking in December and hope to have fields completed within a year. West High will be playing soccer against Jesuit.

**Superintendent  
Report:**

Dr. Franco sent congratulations to Andrew Gouveia for getting all league and scholar athlete. The spelling bee was on Friday and Poet Christian had the top winner while West High took spelling bee champion and are off to the county competition. The Math Olympiad was successful. On Saturday he attended the Kimball High Boys to Men conference. He also attended the high school plays at Tracy High and Kimball High. They were very good. It's great news that West High will be playing Pitman at Turlock. We are currently looking for a new AP at West High. And a tip of the hat to Carol Anderson Woo for her work on the spelling bee.

9:00 p.m.

Clerk \_\_\_\_\_

Date \_\_\_\_\_



# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. James Franco, Superintendent  
**DATE:** December 2, 2011  
**SUBJECT:** Elect Officers; Appoint Representatives to the following committees:  
Budget; CALSSD; City Schools Liaison; District Attendance Area;  
Facilities Advisory; Facility Use Policy Review; Family Life;  
Legislative Action; SJCSBA; Special Ed, TAPFFA; Tracy Learning  
Center/Ad Hoc Board Member; Tracy Parks; Approve 2012 Board  
Calendar.

**BACKGROUND:** Education Code Section 35143 and 72125 require the governing board of each school district to hold an annual organizational meeting. In a year in which a regular election for governing board members is held in our district, the meeting shall be held on a day within a 15-day period that commences with the date upon which an elected governing board member takes office. Organizational meetings, in years in which no such regular election for governing board members is conducted, shall be held during the same 15-day period on the calendar. This year the 15-day period will commence on December 3. Districts that have regular meetings between December 3 and December 17 can comply with the Education Code requirement by placing this matter on its agenda. The day and time of the annual meeting shall be selected by trustees at its regular meeting immediately prior to the first day of such 15-day period.

**RATIONALE:** Tuesday, December 13, 2011, is the date of the Tracy Unified School District Board of Trustee's regular meeting which complies with the Education Code requirement for holding the annual organizational meeting. Within 15 days prior to the date of the annual meeting, all board members and members-election shall be notified in writing of the date and time selected for the meeting.

**FUNDING:** N/A

**RECOMMENDATION:** Elect Officers; Appoint Representatives to the following committees: Budget; CALSSD; City Schools Liaison; District Attendance Area; Facilities Advisory; Facility Use Policy Review; Family Life; Legislative Action; SJCSBA; Special Ed; TAPFFA; Tracy Learning Center/Ad Hoc Board Member; Tracy Parks; Approve 2012 Board Calendar.

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

**TRACY UNIFIED SCHOOL DISTRICT  
ORGANIZATIONAL MEETING HELD DEC. 2010**

<b>011 COMMITTEES:</b>	<b>COSTA</b>	<b>CRANDALL</b>	<b>GOUVEIA</b>	<b>GUZMAN</b>	<b>SILVA</b>	<b>SWENSON</b>	<b>VAUGHN</b>
<b>OFFICERS</b>	<b>CLERK</b>	<b>VICE-PRES</b>	<b>PRESIDENT</b>				
<b>BUDGET</b> Silva, Swenson, Vaughn (A-JC)	Alternate				X	X	X
<b>SCHOOL DISTRICT</b> Crandall		X					
<b>CITY SCHOOLS</b> Costa, Gouveia, Guzman (A-BS)	X		X	X		Alternate	
<b>DISTRICT ATTENDANCE AREA</b> Crandall, Gouveia, Swenson		X	X			X	
<b>FACILITIES ADVISORY</b> Guzman, Silva, Swenson (A-GC)		Alternate		X	X	X	
<b>FACILITY USE POLICY REVIEW</b> Crandall, Guzman, Vaughn (A-WG)		X	Alternate	X			X
<b>FAMILY LIFE</b> Costa, Vaughn	X						X
<b>LEGISLATIVE ACTION</b> Costa, Crandall, Gouveia	X	X	X				
<b>HS CSBA</b> Costa, Silva	X				X		
<b>SPECIAL ED</b> Vaughn							X
<b>SAPFFA</b> Gouveia, Silva, Vaughn (A-BS)			X		X	Alternate	X
<b>TRACY LEARNING CTR/ AD HOC BOARD MEMBER</b> Guzman (A-JC)	Alternate			X			
<b>TRACY PARKS</b> Gouveia (A-GS)			X		Alternate		



**TRACY**  
UNIFIED SCHOOL DISTRICT

## Board of Education Calendar of Meetings 2012

The Board of Education holds its regular meetings in the Tracy Unified School District Education Center Boardroom located at 1875 W. Lowell Ave. Meetings begin at 7 p.m. The Board of Education's meeting agendas are posted for public viewing the Friday before each regular meeting in the Education Center lobby and on the District's website at [www.tracy.k12.ca.us](http://www.tracy.k12.ca.us). Copies of meeting agendas also are available by contacting the Superintendent's Office at 830-3201. Minutes of Board of Education meetings are available for public review in the Superintendent's Office on Mondays through Fridays between 8 a.m. and 5 p.m., and can be viewed on the District's website at [www.tracy.k12.ca.us](http://www.tracy.k12.ca.us).

BOARD MEETING DATES 2012
1/10/12
1/24/12
2/14/12
2/28/12
3/13/12
3/27/12
4/17/12
5/08/12
5/22/12
6/12/12
6/26/12
8/14/12
8/28/12
9/11/12
9/25/12
10/09/12
10/23/12
11/13/12
12/11/12



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *SHK* Dr. Sheila Harrision, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** December 2, 2011  
**SUBJECT:** Recognize Sue Moriarty as the Outstanding Certificated Employee of the Fall Term for Grades 9-12 for the 2011-12 School Year

**BACKGROUND:** Three times each school year, nominations for outstanding employees are solicited from staff. A selection committee composed of two administrators, one classified/confidential representative, one certificated representative and one classified representative review the nominations and make the selections. This is the 28th year the District has been recognizing outstanding employees.

**RATIONALE:** The employees who are recognized by the School Board have their picture displayed in the District Education Center and are recognized at their school sites in various ways. At the end of the year, the nominations of the three employees who have received recognition as Outstanding Employees of the Term in each category are reviewed, and one employee in each category is selected as Outstanding Employee of the Year.

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

**FUNDING:** N/A

**RECOMMENDATION:** Recognize Sue Moriarty as the Outstanding Certificated Employees of the Fall Term for Grades 9-12 for the 2011-12 School Year

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent of Business Services  
**DATE:** October 31, 2011  
**SUBJECT:** Update on the Measure E Facilities Projects

**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 November 8, 2011 Board meeting which recommended moving forward with the THS Stadium Project with remaining bond funds/matching state facilities funds available. At that time, there were two projects that remained on the State Allocation Board's "unfunded" list and staff was asked to maintain a list of future projects that could be prioritized by the Board once the remaining state funding is received.

**RATIONALE:** The State Allocation Board has agendized the remaining two projects on the "unfunded" list for State apportionment funding at the December 14, 2011 SAB meeting. Once approved, TUSD will move forward with the planning process for remaining projects on the Measure E project list.

Staff will present the status of the planning for future projects.

**FUNDING:** No funding implications at this time.

**RECOMMENDATION:** Update on Measure E Facilities Projects

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr.~~ Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** November 28, 2011  
**SUBJECT:** Receive Report on New Age of School Enrollment and Jumpstart Kindergarten Program to Begin in August 2012

**BACKGROUND:** Most states across the U.S. have established a Kindergarten entrance date for students who are 5 years old by the beginning of September. California is one of the very few states who have allowed children to begin Kindergarten at 4 years old; turning 5 years old by December 2. This age differential has created a very wide range of developmental levels within each Kindergarten classroom in our state. The Kindergarten Readiness Act of 2010 was signed into law in an effort to restructure the Kindergarten start date. The law requires that all districts move the school start date to September 1 by phasing it in over the next four years. In the Tracy School District, effective for the 2012-13 school year, all students who will be eligible for Kindergarten must be 5 years of age by November 1, 2012.

**RATIONALE:** As part of this change, each district must now provide a Transitional Kindergarten (TK) class for students who will no longer be eligible to attend Kindergarten as previously provided. The CDE recommends a "phase-in" plan; however, a district may include all students who are impacted by the new starting date to participate in the Transitional Kindergarten program. Transitional Kindergarten creates an opening for Local Education Agencies (LEAs) to provide publically-funded early learning opportunities which are developmentally appropriate for the youngest students. TK is the first year of a two-year kindergarten program. This transitional program must be in place within Tracy Unified School District by August 2012. Jumpstart Kindergarten, a new program, which is under design, will give the youngest students the gift of time and support the District's efforts to close the achievement gap. This meets 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:** Not applicable.

**RECOMMENDATION:** Receive Report on New Age of School Enrollment and Jumpstart Kindergarten Program to Begin in August 2012

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





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** *[Signature]* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** November 30, 2011  
**SUBJECT:** Receive Report on Apex Learning (Digital Curriculum)

**BACKGROUND:** At-risk students have many diverse needs including the need to achieve academically. Many At-risk students have had little academic success in school for various reasons. Alternative schools such as Willow Community Day School, Stein Continuation High School, and the Tracy Adult School exist to help At-risk students succeed in other than the conventional school setting. The District continues to explore on-line delivery systems and digital curriculum that supports at-risk students.

**RATIONALE:** At-risk students need a digital curriculum that provides them with the opportunity for credit recovery and academic success. After reviewing multiple software company's digital curriculum, Apex Learning software has been selected for use in a pilot program targeting At-risk students. The pilot program will include students from Willow Community Day School, Stein Continuation High School, and the Tracy Adult School. The pilot Apex Learning software program will be monitored and assessed to determine it's effectiveness with At-risk students. 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:** Licensing costs will total approximately \$10,000.00 for 50 student licenses for one year. Willow Community Day School will provide the majority of license funding utilizing site funds. District Title II funds will be used for the training of teachers and administrators in the use and delivery of Apex Learning (digital curriculum), at a cost of approximately \$7,800.00.

**RECOMMENDATION:** Receive Report on Apex Learning (Digital Curriculum)

**Prepared by:** Dave Pickering, Director of Adult Education and Career and Technical Education, Principal of Willow Community Day School and Duncan-Russell



# EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent  
From: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
Date: December 2, 2011  
Subject: **Receive Report on Proposed Plans for Requiring Tickets for the 2012 High School Graduation Ceremonies**

**BACKGROUND:** High School graduation ceremonies have been held during the morning hours on the Saturday following the last day of school, of the school year. Temperatures in the afternoon are typically hot and uncomfortable. In addition, large numbers of people attend the graduation ceremonies, exceeding stadium capacity, leading to safety concerns.

**RATIONALE:** This school year, John C. Kimball High School will be holding a graduation ceremony for their first graduating class. Thus, a third high school graduation ceremony will be conducted by the District. In order to address safety concerns due to large numbers of people in attendance and exceeding stadium capacity at all three of the high school graduation ceremonies, the District is proposing a plan to issue tickets beginning with the 2012 graduation ceremonies. The report will present recommendations for a proposed plan to require tickets for the 2012 high school graduation ceremonies and plans for implementing the use of tickets. This agenda item supports District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff, and District Strategic Goal #5: Continuously improve fiscal, facilities and operational processes.

**FUNDING:** There is no cost to the District to receive this report.

**RECOMMENDATION:** Receive Report on Proposed Plans for Requiring Tickets for the 2012 High School Graduation Ceremonies

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** November 28, 2011  
**SUBJECT:** **Accept the Generous Donations from the Various Individuals, Business, and School Site Parent Teacher Organizations Listed Herein With Thanks and Appreciation from the Staff 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/Athletics: From: Photo 360. The donation is in the amount of \$837.00 (ch. #1048). This donation will be used for THS Athletics.
2. Tracy Unified School District/Monte Vista Middle School: From: Forrest and Lorraine Woodman. The donation is a handmade wooden lectern, valued at \$500.00.
3. Tracy Unified School District/Poet Christian School: From Poet Christian PTA. The Donation is in the amount of \$4,999.00 (ch. #1175 for \$4,221.75 plus ch. #1176 for \$777.25). This donation will be entered into the Poet-Christian donation account.
4. Tracy Unified School District/Tracy High School ASB/Athletics: From: Tracy Breakfast Lions. The donation is in the amount of \$5,079.48 (ch. #4186). This donation will be used for general athletics.
5. Tracy Unified School District/Kimball High School: From Pacific Gas and Electric Company. The donation is a grant valued at \$5,000 (ch. #0749). This donation will be used as follows: \$2,500 for the purchase of solar panels and \$2,500 for the purchase of wind panels.
6. Tracy Unified School District/Kimball High School: From Photo 360. The donation is in the amount of \$760.50 (ch. #1047). This donation will be used for KHS Athletics.
7. Tracy Unified School District/Kimball High School: From Kimball High School Athletic Booster Club. The donation is in the amount of \$1,175.50 (ch. #1214). This donation will be used by ASB Leadership.

**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 or 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, the Maintenance and Operations, and/or the Facilities Development Department 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 organizations listed herein with thanks and appreciation from the staff and students of the Tracy Unified School District

Prepared by: Casey Goodall, Associate Superintendent for Business Services



# BUSINESS SERVICES MEMORANDUM

**TO:** James Franco, Superintendent  
**FROM:** C. Goodall, Associate Superintendent for Business Services  
**DATE:** December 1, 2011  
**SUBJECT:** Approve Assembly, Service, Business and Food Vendors

**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, services, business and food vendors 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 vendors 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.

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

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

**RECOMMENDATIONS:** Approve Assembly, Service, Business and Food Vendors

PREPARED BY: Cindy Everhart, Facility Use Secretary

Board Approved	Vendor	Insurance Expires
<b>ADDING THE FOLLOWING VENDORS FOR BOARD APPROVAL:</b>		
	Jumpstart Productions - Scott Greenburg Motivational speaker - (818) 785-7610, scott@scottgreenburg.com, www.scottgreenburg.com	9/24/2012
	Pegleg Entertainment DJ Services - John Lau (510) 867-0755. peglegentertainment@gmail.com, www.peglegentertainment.com	1/16/2012
	Rhythm Magic - Music Assembly. Michael Bayard - (916) 683-2575, bayard@rhythmmagic.com. Www.rhythmmagic.com	3/28/2012
	Stockton Ports Baseball By The Books - reading incentive program. Free of charge-chance to win free tickets. Margaret Sacchet-644-1900, msacchet@stocktonports.com, www.web.minorleaguebaseball.com/index.jsp?sid=t524	NO Charge, Tier 1
<b>↓ APPROVED LIST BELOW BY EXPIRATION DATE↓</b>		
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
11/9/10	Pacific Dental Services/Tracy Smiles/My Kids Dentist & Orthodontist-Meghan Stephens - 836-5441-stephensm@pacificdentalservices.com, Cammy Harvey - harvey@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-Anti-Bullying Programs, Vicki Abadesco, 415.333.9347, info@soulshoppe.com. www.soulshoppe.com	2/1/2012
9/13/11	California Weekly Explorer, Inc. History Programs, Barry Hovis, 714-247-2250, barrycwe@aol.com, info@californiaweekly.com, www.californiaweekly.com	2/1/2012
10/11/11	Rumors Productions - Jenna Teyshak/Jon Tyner - 640-8000, jenna@rpcdj.com, www.rpcdj.com	2/1/2012

<b>Board Approved</b>	<b>Vendor</b>	<b>Insurance Expires</b>
9/13/11	Family Resource & Referral Center, Mona Perez-461-2721. First 5 Info-Healthy Eating habits, activities to promote good health.	3/17/2012
11/8/11	Sounds in Motion-DJ and Sount -George or Jason (209) 522-5999, soundsinmotion@msn.com, www.soundsinmotiondj.com	4/22/2012
10/25/11	Mustard Seed Faith Christian Center-faith based organizations outreaches to community events. Paul Hall - 830-3280 or 59-707-7214. phall@mac@mac.com. Www.msfcc.mac@mac.com	4/30/2012
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
9/13/11	Youth for Christ - Point Break Adolescent Resources. Violence Prevention Services. Contact Joan Stone in Prevention Services 830-3218.	5/1/2012
9/13/11	Athletic Perfection - Cheer Routine choreography. Jennifer Moore 609-8736, jennwhip29@hotmail.com, julie@athleticperfectioncheer.com, www.athleticperfectioncheer.com	5/14/2012
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
9/13/11	Rachel's Challenge, Inc., Anti-Bulling, Character & Kindness Program. Tim Kiehne, 877-895-7060 x 709, tim@rachelschallenge.org, www.rachelschallenge.org	5/26/2012
10/11/11	City of Tracy Police Dept. "What not to bring to School" program. Irene Rose -831-4550	6/1/2012
10/11/11	Main Street Music, Inc. - Ken Cefalo, 835-1125, kencefalo@yahoo.com, www.tracyrocks.com	6/3/2012

<b>Board Approved</b>	<b>Vendor</b>	<b>Insurance Expires</b>
12/14/10	David Greenberg-Author-360-560-7766. fax # 503-842-1290. authilus@teleport.com. www.authorsillustrators.com/greenberg/greenberg.htm	6/18/2012
4/12/11	Marquis Entertainment - DJ (209) 951-1982, www.marquisentdjs.com, enmar3@yahoo.com	7/1/2012
4/12/11	Explorit Science Center - 530-756-0191, explorit@explorit.org, www.explorit.org	7/21/2012
4/12/11	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
3/8/11	Andrew Trosien, DDS. 2850 Tracy Boulevard #300 Tracy, CA 95376 833-1240	9/1/2012
9/27/11	Marcel Eiland- DJ Services - 408-667-7803, maen3wera@gmail.com	9/8/2012
10/25/11	Amos Productions-DJ Services. Nicole - 1800-693-5003 or 925-449-3847. nicole@amospro.com or info@amospro.com	9/16/2012
1/25/11	Sorren Bennick Productions - Power of One Anti-Bullying Program, Sorren Bennick 1-866-816-5808, sorenbennick@sorenbennick.com; 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
10/24/11	Adriana Ribeiro - After school music lessons for students, 836-4056, adriankr@prodigy.net	10/1/2012
11/8/11	Famous Allstars - tumbling lessons. Michael Campos (209) 608-2476. famousallstars@gmail.com	10/28/2012



Board Approved	Vendor	Insurance Expires
3/8/11	Peacemakers - Paul Hall -phall@tusd.net or Kevin James - kev4jam@sbcglobal.net	11/1/2012
9/27/11	New Creation Bible Fellowship-Kevin James-408-595-5704, www.ncbfracy.org. Power Zone Camp	9/1/2013
11/8/11	Fresh Entertainment - DJ/MC, Sound & Lighting Rental. Derek Mizuno 510-921-4373, derekmizuno@gmail.com	10/31/2012
10/9/07	Mad Science, Danielle Mae Lee, danielle@madsciencesacto.com, 916-736-2924, Elena Michel elena@madsciencesacto.com (Fire & Ice Show not allowed)	12/1/2012
10/23/07	Lawrence Hall of Science, 510-642-1700, pfsreq@berkeley.edu, www.lawrencehallofscience.org	Indemnification approved, Tier 1
10/9/07	McDonalds Tammi Beck 916-962-1982	NO Charge, Tier 1
10/9/07	NASA Karin Costa 650-604-6077	NO Charge, Tier 1
10/9/07	Otto the Auto Wendy Sanchez 415-565-2676 wendy_sanchez@csaa.com	NO Charge, Tier 1
10/9/07	Sandia Labs 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 or Tom Simpson 612-4222. 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		
Please remind your staff that candles, incense, cigarettes, or any item with an open flame are not		
not permitted.		

Board Approved	Vendor	Insurance Expires
<b>FOOD VENDORS:</b>		
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		
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
10/13/09	Famous Dave's BBQ Catering: 866-408-7427 fax 833-9043 www.famousdaves.com	10/1/2012
10/25/11	Mi Esperanza Taqueria - Mexican food vendor. Omar Mendoza - 832-3020. 918 Central Ave.	10/15/2012
12/8/09	Texas Roadhouse- Tim Lund, 830-1133, store_tracy@texasroadhouse.com,	12/1/2012
*Section 308.3 Open Flame. A person shall not utilize or allow to be utilized, an open flame in		
Please remind your staff that candles, incense, cigarettes, or any item with an open flame are not		



# BUSINESS SERVICES MEMORANDUM

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

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A. Vendor: RGM & Associates  
Site: Tracy High School  
Item: Professional Service Agreement  
Services: Construction management services which include assisting the District with planning, bidding and project closeout for both pools at Tracy High School to be compliant with the new Virginia Graeme Baker Pool and Spa Safety Act/AB 1020.  
Cost: \$4,800.00 Not to Exceed  
Project Funding: General Fund

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B. Vendor: Burketts Pool Plastering  
Site: Tracy High School  
Item: Agreement  
Services: Contractor to remove and construct the existing swimming pool and diving pool finishes, main drains and other miscellaneous items to comply with the new Virginia Graeme Baker Pool and Spa Safety Act/AB 1020.  
Cost: \$116,450.00  
Project Funding: General Fund

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C. Vendor: Dryco Construction  
Site: Bus Yard and Parking Lot  
Item: Change Order #1  
Services: Additional asphalt repairs and over excavations in the West High School student parking lot, Bus Yard and District Education Center.  
Cost: \$14,652.00  
Project Funding: Deferred Maintenance 11/12 and General Fund

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D. Vendor: Vavrinek, Trine, Day & Company  
Site: Tracy School Facilities Financing Authority (JPA) (Measure S Bonds)  
Item: Contract  
Services: Audit firm to provide audited financial statements of the Tracy School Facilities Financing Authority (JPA) for the year ended June 30, 2011.  
Cost: \$2,500.00  
Project Funding: General Fund

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# BUSINESS SERVICES MEMORANDUM

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

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A. Vendor: Wallace Kuhl & Associates  
Site: Tracy High School – Stadium Renovation  
Item: Proposal - Ratify  
Services: Consultant to provide Geotechnical Engineering and Geologic Hazard services for the stadium renovation at Tracy High School.  
Cost: \$25,700.00  
Project Funding: Measure E Bond Funds and State School Building Fund (SSBF)

---

B. Vendor: Bills Mower and Saw  
Site: Tracy High School – Modernization/Reconstruction – Library/Classrooms  
Item: Quote - Ratify  
Services: The previous vendor, Speedway Sales and Service, which was submitted to the Board on 11/8/11, required the District to pay prior to receiving the Debris Multivac equipment. The District has an account with the above mentioned vendor.  
Cost: \$2,370.48  
Project Funding: Measure E Bond Funds and SSBF

---

C. Vendor: BLX Group LLC  
Site: District-Wide  
Item: Proposal  
Services: Firm to provide arbitrage rebate compliance services for three (3) bond series. Orrick Herrington will include a legal opinion with each report.  
Cost: Initial Fee: \$4,500.00 Annual Fee: \$750.00 Fifth Year Fee: \$9,000.00  
Project Funding: Measure E Bond Funds

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# BUSINESS SERVICES MEMORANDUM

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

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

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

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

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

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

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

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

---

A. Vendor: Roebbelen Contracting  
Site: McKinley Elementary Modernization  
Item: Change Order #1  
Services: Scope of work documented on the change order summary  
Cost: \$187,464.00 Deduction from contingency allowance previously included in contract.  
Project Funding: Measure S Bond Funds

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B. Vendor: Roebbelen Contracting  
Site: Monte Vista Middle School Modernization  
Item: Change Order #1  
Services: Scope of work documented on the change order summary  
Cost: \$266,641.00 Deduction from contingency allowance previously included in contract.  
Project Funding: Measure S Bond Funds

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C. Vendor: AMS.Net  
Site: West High School - Project #2011-006  
Item: Change Order #6  
Services: Correction of sales tax charged to materials and equipment; vendor applied 9.25% sales tax instead of the 8.25% sales tax for items 2 – 5 on Change Order #1  
Cost: \$57.96 Credit  
Project Funding: Measure S Bond Funds

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D. Vendor: AMS.Net  
Site: West High School - Project #2011-006  
Item: Notice of Completion  
Services: Contractor provided the cabling communications infrastructure modernization as required in their agreement.  
Cost: 460,000.00 Change Orders: \$37,301.55 Total Contract: \$497,301.55  
Project Funding: Measure S Bond Funds

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E. Vendor: Skelton Heating and Air Conditioning  
Site: Jacobson Elementary School  
Item: Change Order #1  
Services: Credit for not installing door wall and shortening the electrical run by 100 feet and the conduit run by 400 feet.  
Cost: \$3,142.00 Credit  
Project Funding: Measure S Bond Funds

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F. Vendor: Skelton Heating and Air Conditioning  
Site: Various School Sites  
Item: Notice of Completion  
Services: Contractor provided and installed in IDF Rooms a New A/C Split System for Bohn, Freiler, Hirsch, IGCG, Jacobson & Poet-Christian Schools.  
Cost: \$96,471.00 Change Orders: (\$3,142.00) Total Contract: \$93,329.00  
Project Funding: Measure S Bond Funds

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G. Vendor: BLX Group LLC  
Site: District-Wide  
Item: Proposal  
Services: Firm to provide arbitrage rebate compliance services for three (3) bond series. Orrick Herrington will include a legal opinion with each report. Fees will increase incrementally with each new series.  
Cost: Initial Fee: \$4,500.00 Annual Fee: \$750.00 Fifth Year Fee: \$9,000.00  
Project Funding: Measure S Bond Funds

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** ~~W~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** November 28, 2011  
**SUBJECT:** Ratify Contract with Allyson Moore, Behavior Consultant for the 2011-2012 School Year

**BACKGROUND:** Special Education students may require consultation services from an Autism Specialist as part of their Individual Education Plan. One of our special education students currently has autism consultation written into his/her Individual Education Plan and will need autism consultation in the current school year. Ratification is necessary to prevent a lag in services, per State and Federal law.

**RATIONALE:** We do not have an autism specialist employed in the District, so we need to provide services through a contract arrangement. Allyson Moore will provide functional analysis assessments – assessing students with severe behavior issues, report writing and Individual Education Plan attendance related to the development of a Positive Behavior Intervention Plan. Nonpublic agency contracted services are part of the continuum of services districts must provide to students with exceptional needs. This request supports 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; 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:** Expenses for this contract are billed at \$85.00 per hour. Total contract expenses will not exceed a total of \$2,550.00 from July 1, 2011 through June 30, 2012. Funding for Nonpublic agency expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Contract with Allyson Moore, Behavior Consultant for the 2011-2012 School Year

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Allyson Moore, 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 functional analysis assessments - assessing students with severe behavior issues, report writing and IEP attendance related to the development of a PBIP.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **30 HOURS per year**, under the terms of this agreement at the following location: any and all school sites in TUSD.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 85.00 per **HOURLY**, not to exceed a total of \$ 2,550. Contractor shall only be paid for work completed to the satisfaction of District through, the termination date of this agreement.
  - b. District ☐ **SHALL**; ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ \_\_\_\_\_ for the term of this agreement.
  - c. District shall make payment on a ☐ **MONTHLY PROGRESS BASIS**, ☒ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2011, and shall terminate on June 30, 2012.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Dr. Janet Skulina (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

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

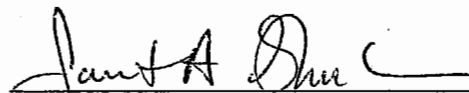
\_\_\_\_\_  
Social Security Number (2)

10/31/11  
\_\_\_\_\_  
Date

Allyson Moore, MS, BCBA, LMFT-Consultant  
\_\_\_\_\_  
Title

P.O. Box 20867  
\_\_\_\_\_  
Address

Castro Valley, CA 94546  
\_\_\_\_\_

  
\_\_\_\_\_  
Signature, Tracy Unified School District  
11-4-11  
\_\_\_\_\_  
Date

Dr. Janet Skulina Director, Special Education  
\_\_\_\_\_  
Title

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

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

Dr. Casey Goodall, Asst. Superintendent, Business Services  
\_\_\_\_\_  
Title

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

Send all copies to the Business Office:

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** November 29, 2011  
**SUBJECT:** Ratify Contract with Living Well BCS, Inc. for School Year 2011-12

**BACKGROUND:** Special Education students may require consultation services from an Autism Specialist as part of their Individual Education Plan. One of our special education students currently has autism consultation written into his/her IEP and will need autism consultation in the current school year. Ratification is necessary to prevent a lag in services, per State and Federal law.

**RATIONALE:** We do not have an autism specialist employed in the District, so we need to provide services through a contract arrangement. Kristi Miklusicak will provide functional analysis assessments – assessing students with severe behavior issues, report writing and Individual Education Plan attendance related to the development of a Positive Behavior Intervention Plan. Nonpublic agency contracted services are part of the continuum of services districts must provide to students with exceptional needs. This request supports 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; 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:** Expenses for this contract are billed at \$90.00 per hour. Total contract expenses will not exceed a total of \$14,400.00 from July 1, 2011 through June 30, 2012. Funding for Nonpublic agency expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Contract with Living Well BCS, Inc. for School Year 2011-12

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Living Well BCS, Inc., hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide functional analysis assessments - assessing students with severe behavior issues, report writing and IEP attendance related to the development of a PBIP.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 160 HOURS per year, under the terms of this agreement at the following location: any and all school sites in TUSD.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 90.00 per HOUR, not to exceed a total of \$14,400.00. Contractor shall only be paid for work completed to the satisfaction of District through, the termination date of this agreement.
  - b. District [ ☐ ] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$\_\_\_\_\_ for the term of this agreement.
  - c. District shall make payment on a [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 July 1, 2011, and shall terminate on June 30, 2012.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Dr. Janet Skulina (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

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

\_\_\_\_\_  
Signature, Tracy Unified School District

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Janet Skulina Director, Special Education  
Title

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Living Well BCS, Inc.

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
510 Chabot Avenue, Modesto, Ca 95354

\_\_\_\_\_  
Dr. Casey Goodall, Asst. Superintendent, Business Services  
Title

\_\_\_\_\_  
Phone 209-968-9080

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

Send all copies to the Business Office:

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** November 21, 2011  
**SUBJECT:** Ratify Contract with The Speech Pathology Group, Inc. for the School Year 2011-12

**BACKGROUND:** Special education students may require Language, Speech and Hearing (LSH) services as part of their Individual Education Plan (IEP). An autistic pre-schooler on Home Hospital needs the services of a speech therapist. Tracy Unified School District does not have a Speech Language Pathologist (SLP) available to provide services to this student. In the past, the District has contracted with The Speech Pathology Group, Inc. when the District needed SLP coverage. We would like to continue to contract with this company in order to continue providing Language, Speech & Hearing (LSH) services to the special education student. Ratification is necessary so that services specified on the IEP can be provided in a compliant manner.

**RATIONALE:** A school district must provide designated instructional services in order for a child to benefit from his/her special education program. Speech therapy is a designated instructional service. This request supports 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 Goal 7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** Expenses for this contract are billed at \$93.00 per hour for 6 hours per week. Total contract expenses will not exceed \$5,952.00 from November 1, 2011 through June 30, 2012. Nonpublic agency expenses are budgeted in account 01-6500-0-5750-1180-5800-800-2503.

**RECOMMENDATION:** Ratify Contract with The Speech Pathology Group, Inc. for School Year 2011-12

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



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

(Education Code sections 56365, 56366, et seq.) (Page 1 of 2)

NAME OF LOCAL EDUCATION AGENCY: TRACY UNIFIED SCHOOL DISTRICT

NAME OF NONPUBLIC SCHOOL/AGENCY: THE SPEECH PATHOLOGY GROUP

PUPIL NAME: \_\_\_\_\_ SEX: ( ) M ( ) F  
(Last) (First) (Middle)

PUPIL I.D./S.S. #: \_\_\_\_\_ BIRTHDATE 1/18/08 GRADE: PRE

RESIDENTIAL SETTING: (x ) HOME ( ) FOSTER ( ) LCI LCI PHONE # \_\_\_\_\_

PARENT/GUARDIAN: \_\_\_\_\_ PHONE: \_\_\_\_\_ Residence (Cell) \_\_\_\_\_

PUPIL'S ADDRESS: \_\_\_\_\_ y \_\_\_\_\_ STATE: CA ZIP: \_\_\_\_\_

NON EDUCATIONAL PLACING AGENCY: (If applicable) \_\_\_\_\_

**CONTRACT TERMS:**

- The pupil's teacher/service provider will hold the following credential/ license:  
State of CA Speech Language Pathologist-Assistant (Generic description, i.e., LH credential).
- The class size for the pupil will not exceed N/A and/or the therapist/pupil ratio will not exceed N/A.
- The length of the instructional program will be consistent with the Master Contract unless otherwise specified.
- Authorized educational services as specified in the IEP shall be provided by the CONTRACTOR under other provisions up to the amount specified.
- Method for complying with statewide standardized assessment requirements: N/A
- Other Provisions (attachments as necessary). Consultation services may be provided in lieu of direct services.

**A. BASIC EDUCATION PROGRAM (Applies to Nonpublic schools only.)**

Number of Days \_\_\_\_\_ × Per Diem \$ \_\_\_\_\_ = Total Basic Education Costs (A) \_\_\_\_\_  
(Include extended school year days as appropriate to the pupil's IEP.)

**B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:**

	SERVICE PROVIDER			TOTAL MINUTES HRLY/PER WEEK/OR SESSION	COST PER SESSION				# OF WKS	ANNUAL MAX TOTAL COST FOR CONTRACT PERIOD
	LE A	NPS/A	OTHER		DLY	WKLY	HRLY	GROUP		
1. O.T. IND										
2. Lang/Spch		x		120 MIN/WK			93.00		30	\$ 5,580.00
3. Transport.										
4. Counseling										
5. P.T.										
6. Assessment										
7. IEP MEETING (IF REQUIRED TO ATTEND)				ESTIMATE OF UP TO 4 HOURS			93.00			\$ 372.00

MAXIMUM TOTAL RELATED SERVICES COST (B) \$ 5,952.00  
MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A+B) \$ \_\_\_\_\_  
MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES \$ 5,952.00

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

(Education Code sections 56365, 56366, et seq.) (Page 2 of 2)

PUPIL NAME \_\_\_\_\_  
(Last) (First) (Middle)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The Contractor will implement the Individualized Education Program (IEP) in accordance with this Agreement and the Master Contract, and will request an IEP review prior to any change in the service program. Invoices shall be submitted based on actual service provided and attendance standards addressed in the Master Contract.

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on NOVEMBER 09, 2011 and terminates at 5:00 p.m. on JUNE 30, 2012 unless sooner terminated as provided herein.

-CONTRACTOR-

-LOCAL EDUCATIONAL AGENCY-

 11/22/11  
(Authorized Signature) (Date) (Authorized Signature) (Date)

Susan Stark

\_\_\_\_\_  
(Type or Print Name) (Date) (Type or Print Name) (Date)

The Speech Pathology Group  
(Name of NPS/NPA)

TRACY UNIFIED SCHOOL DISTRICT  
(Name of District, SELPA, County Office)

2021 Ygnacio Valley Road, Suite C-202  
(Mailing Address)

1875 W. Lowell Ave  
(Mailing Address)

Walnut Creek, CA 94598  
(City/State/Zip Code)

Tracy, CA 95376  
(City/State/Zip Code)



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** *[Signature]* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources.  
**DATE:** November 30, 2011  
**SUBJECT:** Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Central School for the 2011 – 2012 School Year.

**BACKGROUND:** Central School is a Title 1 School. Sustained parent involvement is linked to student achievement and staying in school. It is important to provide meaningful opportunities for parents/guardians to be involved in parent education activities. Last school year, Central School had 87 parents graduate from the Parent Institute for Quality Education Program (PIQE), Tier 1. The parents were very excited and pleased with the program. The parents felt PIQE helped them develop the skills necessary to help their children become more successful in school.

**RATIONALE:** The PIQE training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children and have requested PIQE, Tier 2 be offered this year. Parents and teachers must work together to ensure the educational success of every child. This request supports District Strategic Goal #5: Develop and utilize partnerships that contribute to the achievement of District goals.

**FUNDING:** Site categorical funding, Title 1 will cover these costs. The School Site shall pay \$5,000 for the first class (9 sessions), and \$6,000 for 3 additional classes (9 sessions) running concurrently. This will ensure a morning English and Spanish class and an evening English and Spanish class. The site will pay for childcare.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Central School for the 2011 – 2012 School Year.

**Prepared by:** Nancy Morgan Link, Principal, Central School

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Parent Institute for Quality Education 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 a parent training course for the parents of the children enrolled at Central School. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.
2. Contractor will provide the ~~above~~ services(s), as outlined in Paragraph 1, for a period of up to a total of 9 HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: McKinley School
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 11,000.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 11,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] ~~SHALL~~ ~~SHALL NOT~~ reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ \_\_\_\_\_ for the term of this agreement.
  - c. District shall make payment on a [ ] ~~MONTHLY PROGRESS BASIS~~, [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 January 1, 2012, 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, 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.

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.

REF: G:\clyons\FORMS\Contract Services Agreement 7 02.doc



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** JKH Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** November 15, 2011  
**SUBJECT:** Approve Overnight Travel For Maria Pozsar to Attend The IB Teacher Training Workshop French B, Sponsored by the International Baccalaureate Organization in Montezuma, New Mexico on July 16 – 20, 2012.

**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 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. The training in New Mexico is the only IB training available 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 subgroups is closed; and District Goal #6 Develop and support a high performing workforce.

**FUNDING:** The IB account will fund this teacher training conference. The cost breakdown is as follows: \$1149.00 workshop registration, meals, room; \$33.30 estimate mileage to and from airport; \$600.00 estimate airfare; \$28.00 meals on travel days; \$100.00 estimate airport parking. The total expenses shall not exceed \$1910.30.

**RECOMMENDATION:** Approve Overnight Travel For Maria Pozsar to Attend The IB Teacher Training Workshop French B, Sponsored by the International Baccalaureate Organization in Montezuma, New Mexico, on July 16 – 20, 2012.

**Prepared by:** 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 and Human Resources.  
**DATE:** November 30, 2011  
**SUBJECT:** **Approve Agreement for Special Contract Services between DataWORKS Educational Research Center 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) and is working with DataWORKS on Curriculum Calibration during this school year. The Central staff was trained in Explicit Direct Instruction several years ago. Since that time, nearly 50% of Central's teaching staff has changed due to transfers and RIFs. Last year, Central staff began professional development on Direct Instruction; however, there is a need to continue training on complete Explicit Direct Instruction lessons.

**RATIONALE:** Central School is committed to improving teacher instruction of the state standards and closing the achievement gap. The data is showing that Explicit Direct Instruction is extremely successful with Central students. There is a need to have the entire staff fully trained as a group to ensure consistency in delivery expectations. As a result of this training, every teacher will be able to present Direct Instruction lessons effectively in their classrooms for every new concept. 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 and District funding. The School Site EIA shall pay \$4,500 and District Title 11 will pay \$2,500.

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

**Prepared by:** Nancy Morgan Link, Principal, Central School

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and DataWORKS 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 Professional Development to teachers and administrative staff at Central School. The Professional Development will train teaches in Explicit Direct Instruction.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2 HOURS DAY(s) (circle one), under the terms of this agreement at the following location: McKinley School

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

a. District shall pay \$ 7,000.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 7,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on January 1, 2012, 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, 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.

REF: G:\clyons\Forms\Contract Services Agreement 7 02.doc

Central - 4500 - EIA - site  
2500 EIA - District.



All Students Successfully Taught Grade-Level Work Every Day.

### Central Elementary School 2011-2012 School Year Contract

Date:	November 3, 2011	P.O#	
Name of School:	Central Elementary	Name of District:	Tracy Unified
Address:	1370 Parker Ave. Tracy, CA 95376	Address:	1875 West Lowell Ave. 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 #3824

Training	Purpose	Comments	Job #	Presenter <small>subject to change</small>	Cost
<b>Explicit Direct Instruction (EDI)</b>	Administrators and teachers are taught strategic instructional practices for design and delivery of well-crafted lessons that explicitly teach grade-level content to all students.	<b>Date:</b> Jan. 9, 2012 Feb. 27, 2012  <b>Audience Qty:</b> 26  <b>Location:</b> Central ES  <b>Time:</b> 2:00 p.m.-4:30 p.m.	13902	Cindy Kampf, Ed.D.	\$3,500/half day  X 2  Total cost this service : \$7,000
<b>Explicit Direct Instruction (EDI) Workshop Handouts</b>	Handouts will be prepared by DataWORKS production department	Count: 26	13093	Cindy Kampf, Ed.D.	\$18/ea.  Management approved no more than 26 handouts at no cost to the customer. Additional handouts can be ordered if requested.

<b>Instructional Leadership –  Instructional Effectiveness Classroom Observations</b>	A DataWORKS consultant meets with the Leadership Team and trains them how to measure <b>overall Instructional Effectiveness</b> in classrooms (Includes walkthroughs) The Leadership Team will also be trained on how to enter the collected data on the DataWORKS Instructional Leadership website and how to write SMART goals for the continual monitoring of Instructional Effectiveness.	Date: February 27, 2012  Audience Qty: 5  Location: Central Elementary  Time: 8:00-12:00 p.m.	13904	Cindy Kompf, Ed.D.	<b>\$4,500/day</b>  Management approved this service at no additional cost to the customer. This is a one time discount which only applies because our consultant will be training on EDI the same afternoon.
---	---	--	-------	-----------------------	---

**Total cost: \$7,000.00**

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 **\$7,000.00 (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:

 November 3, 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 C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** November 28, 2011  
**SUBJECT:** Approve Agreement for Special Contract Services with Counseling and More (CAM) to Provide Training for Parents at McKinley Elementary School for the 2011 – 2012 School Year.

**BACKGROUND:** Through discussions with the McKinley Elementary School English Learner Advisory Committee (ELAC) and School Site Council, the parents have expressed a desire to have a professional parent organization help them develop the skills necessary to help their children be more successful in school. After researching different parent programs, ELAC and the School Site Council decided to select Counseling and More (CAM). The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children. Every child can learn and deserves the opportunity to attend and complete a college education. Parents and teachers must work together to ensure the educational success of every child.

**RATIONALE:** McKinley Elementary School is a Title 1 School. Sustained parent involvement is linked to student achievement and staying in school. It is important to provide meaningful opportunities for parents/guardians to be involved in school activities. This supports Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** The School Site shall pay \$3,565.00 for two classes (6 sessions/class) running concurrently. The cost of these classes will be funded by Site Title I.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Counseling and More (CAM) to Provide Training for Parents at McKinley Elementary School for the 2011 – 2012 School Year.

**Prepared by:** Mrs. Carla Washington, Principal, McKinley Elementary School.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and **Counseling and More (CAM)**, 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 a parent training course for the parents of the children enrolled at McKinley Elementary School. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 12 HOURS/DAY(s) (circle one), under the terms of this agreement at the following location McKinley Elementary School
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 3,565.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 3,565.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District ☐ SHALL; ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ \_\_\_\_\_ for the term of this agreement.
  - c. District shall make payment on a ☐ MONTHLY PROGRESS BASIS, ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on February 7, 2012, and shall terminate on May 30, 2012.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Carla Washington at (209) 830-3319 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
McKinley Site Title I  
Account Number to be Charged

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

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

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

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

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



# EDUCATIONAL SERVICES MEMORANDUM

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

**BACKGROUND:** At present, there is one Tracy Unified School District student attending Central Valley Training Center, NPS. The number of students attending Central Valley Training Center (CVTC) may vary at any given time. The Individual Education Plan (IEP) team for the student determined his needs could not be met in a public school placement at this time. Ratification is necessary so that services specified on the IEP 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 this child. Based on the IEP, this student was placed in a structured setting with a behavioral component not available in the public setting. This request supports 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 student for the 2011-2012 school year with per diem costs include 180 days of basic education at \$86.38 and 30 days of extended school year at \$86.38: Total charges not to exceed \$18,139.80. Non-public tuition expenses are budgeted in account number is # 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Master Contract with Central Valley Training 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:

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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 Central Valley Training Center, Inc. (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 30<sup>th</sup>, 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
- \$1,000,000 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:**

\$1,000,000 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 (10<sup>th</sup>) 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. DEPENDENT ADULT 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, adult 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 31<sup>st</sup> 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 (6<sup>th</sup>) 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 1<sup>st</sup> day of July 2011 and terminates at 5:00 P.M. on June 30, 2012, unless sooner terminated as provide herein.

**CONTRACTOR**

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Nonpublic School/Agency

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Contracting Officer's                      Date  
Signature

---

Name and Title (type)                      Date

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

Notices/bills mailed to LEA shall be addressed to:

Attention:

Janet Skulina

Name

---

LEA

---

Address

---

City    State      Zip

---

Phone    Fax

**LEA**

---

**Tracy Unified School District**

Name of District or Local Educational Agency

---

Dr. Janet Skulina    Date  
Director, Special Education

---

Dr. Casey Goodall    Date  
Assistant Superintendent, Business Services

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:

<p>➤ <b>BASIC EDUCATION PROGRAM</b></p> <p>➤ <u>As set forth in the IEP for each student</u></p>	<p><u>RATE</u></p> <p><u>86.38</u></p>	<p><u>PERIOD</u></p> <p><u>DAY</u></p>
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### RELATED SERVICES

	<u>RATE</u>	<u>PERIOD</u>
1) <b>Transportation</b> (* shall not include transportation through use of services or equipment owned, leased or contracted through LEA unless provided directly or subcontracted by the NPS/A)		
a) Transportation – Round Trip	_____	_____
b) Transportation – One Way	_____	_____
c) Transportation – 1 on 1 Rider (per IEP)	_____	_____
d) Transportation – Safety Rider (LEA will be billed for the bus safety riders based on the proportion of students on the bus.)	_____	_____
e) Transportation Dual Enrollment	_____	_____
f) Public Transportation	_____	_____
g) Parent*	_____	_____
2) <b>Counseling</b>		
a) Educational Counseling – Individual	_____	_____
b) Educational Counseling – Group	_____	_____
c) Counseling – Parent	_____	_____
3) <b>Adapted Physical Education</b>		
a) Adapted Physical Education – Individual	_____	_____
b) Adapted Physical Education – Group	_____	_____
4) <b>Language/Speech</b>		
a) Language/Speech Therapy-Individual	_____	_____
b) Language/Speech Therapy-Group	_____	_____
c) Consultation	_____	_____
5) <b>Orientation/Mobility Training</b>	_____	_____
6) <b>Occupational Therapy</b>		
a) Occupational Therapy – Individual	_____	_____
b) Occupational Therapy – Group	_____	_____
c) Occupational Therapy – Consultation Rate	_____	_____
7) <b>Physical Therapy</b>	_____	_____
8) <b>Instructional Assistants</b>		
a) Additional Instr. Asst. – Individual (must be authorized on IEP)	<u>\$15.00</u>	<u>HOUR</u>
9) <b>Intensive Special Education Instruction**</b>	<u>\$86.38</u>	<u>DAY</u>
10) <b>Behavior Intervention</b>	<u>\$85.00</u>	<u>HOUR</u>
11) <b>Nursing Services</b>	_____	_____
12) <b>Other</b> _____	_____	_____

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

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.



# 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:** November 14, 2011  
**SUBJECT:** Approve Agreement for Special Contract Services and Memorandum of Understanding (MOU) with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Bohn Elementary School on February 15 – April 18, 2012.

**BACKGROUND:** Through discussions with our ELAC Committee, PTO, and School Site Council our parents have expressed a desire to have a professional parent organization help them develop the skills necessary to help their children be more successful in school. After researching different parent programs, we decided to select the Parent Institute for Quality Education (PIQE). The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children. Every child can learn and deserves the opportunity to attend and complete a college education. Parents and teachers must work together to ensure the educational success of every child.

**RATIONALE:** Sustained parent involvement is linked to student achievement and staying in school. It is important to provide meaningful opportunities for parents/guardians to be involved in school activities, and to support student learning in the home. This supports District Strategic Goal 7: Develop and utilize partnerships to achieve District goals, and Louis Bohn Single Plan for Student Achievement Goal 4: Parent Involvement: Strategies to encourage parent involvement and provide parent education.

**FUNDING:** Not to exceed \$7,000. The fee for the classes will be \$5,000 for the first class (9 sessions), and \$2,000 for 1 additional class (9 sessions) running concurrently. Classes will be offered in both English and Spanish. The cost of these classes will be paid out of Site (50%) and District (50%) Categorical Funding.

**RECOMMENDATION:** Approve Agreement for Special Contract Services and Memorandum of Understanding (MOU) with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Bohn Elementary School on February 15 – April 18, 2012.

**Prepared by:** Mrs. Tammy Christensen, Principal, Louis Bohn Elementary School





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## SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

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**To:** Tammy Christensehn Principal....

**From:** Teresa Guerrero, Executive Director

**Date:** October 11, 2011

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NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and **Louis Bohn Elementary School** agree as follow:

### RECITALS

- A. Scope of Services: PIQE will provide a parent training course for the parents of the children enrolled in the school above mentioned. PIQE will recruit parents by phone, provide a needs-assessment session, a series of weekly training sessions for parents culminating in a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.
- B. Location: Louis Bohn Elementary 350 E. Mt. Diablo Tracy, Ca 95376
- C. Period of Performance: February 2012 – May 2012
- D. Compensation: \$5,000 for one class of 30 or less parent graduates, \$2,000 for each additional class. Graduates are those parents who attended four or more classes during the nine-week course.
- School funding from: School budget and or Title 1
- E. In addition, schools where the PIQE program is provided will make available babysitting services as well as any refreshment to be provide to the parents

I accept these services at Louis Bohn Elementary School in the Tracy Unified School District under the terms and conditions noted.

Tammy Christensen  
Tammy Christensen: Principal

Oct 11, 2011  
Date

Parent Institute Representative:

Teresa Guerrero  
Teresa Guerrero, Executive Director PIQE

PARENT INSTITUTE FOR QUALITY EDUCATION  
DIRECTORS  
PROCEDURE CHECK LIST

**Executive Director:** Teresa Guerrero **District:** Tracy Unified School District **Quarter:** Winter 2012

School Name: Louis Bohn Elementary School    Principal's Name: Tammy Christensen				
Address: 350 E. Mt. Diablo Tracy CA 95376    Phone: 209-830-3300 Fax: (209) 830-3301				
Enrollment:	% Hispanic:	% Anglo:	Other:	Goal:
Please Circle Day:	Tuesday	<u>Wednesday</u>	Thursday	Other:
		<del>_____</del>		
Time PM:	6:00-7:30 6:30-8:00	6:00-7:30 <u>6:30-8:00</u>	6:00-7:30 6:30-8:00	
Planning Session Date: 2/15/2012		Forum Date: 4/4/2012		Graduation Date: 4/18/2012
Indicate Any Combination of Sessions*. BRK 4/11/2012				
<b>Notebook Overview</b>				
Parent Meeting:	T.B.A.	Date:	Time:	
Faculty Meeting:	T.B.A.	Date: 1/	Time:	
Number of Room:	A.M.:	P.M.:	Cafeteria    Other:	
Roster Pick-Up Date: JAN. 2012				
Memo of Understanding Due: JAN. 2012				
<b>Eleven Items the School Provides</b>				
<input checked="" type="checkbox"/> Budget and payment process (\$5,000 for one class of 30 parents or less, \$2,000 for each additional class) <input checked="" type="checkbox"/> Refreshment, coffee, and cookies. (for the first meeting and graduation day only) <input checked="" type="checkbox"/> Childcare for the morning and evening sessions. <input checked="" type="checkbox"/> Classroom space for 35 – 45 parents per classroom. In some cases classes are conducted with less than 35 parents per classroom. The minimum number of parents to open a class in any language is 15. <input checked="" type="checkbox"/> Provide the student enrollment roster, one month prior to the first class. The roster must include the name of the parents, student address and phone numbers in alphabetical order with primary language. <input checked="" type="checkbox"/> Send to parents the attached letters approximately one week prior to the first class. <input checked="" type="checkbox"/> School profile description of special programs the school offers and the accountability report card (SARC). <input checked="" type="checkbox"/> Prepare and conduct the FORUM on week # 8 <input checked="" type="checkbox"/> Invite a graduation speaker (5 minute speech); provide graduation program and entertainment if available at the school. <input checked="" type="checkbox"/> Fill out and fax school basic information. <input checked="" type="checkbox"/> Consultant Agreement, Copy of Contract and PURCHASE ORDER number (If available).				
Principal Signature: <u>Tammy Christensen</u>		P/QE/Representative Signature: <u>Teresa Guerrero</u>		
Name of your school staff that will be assisting the Parent Institute:				
<b>Comments</b>				
<u>Charmaine Aranda co: documents</u>				

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Parent Institute for Quality Education (PIQE) hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide a parent training course for the parents of the children enrolled at Louis Bohn Elementary School. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.
2. Contractor will provide the ~~above~~ services(s), as outlined in Paragraph 1, for a period of up to a total of 9 HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: Bohn Elementary School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 7,000.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 7,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL; ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ \_\_\_\_\_ for the term of this agreement.
  - c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS, ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on February 15, 2012, and shall terminate on April 18, 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, Tammy Christensen at (209) 830-3300 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: Site EIA/District Title 1

\_\_\_\_\_  
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.

REF: G:\clyons\Forms\Contract Services Agreement 7 02.doc



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** November 9, 2011  
**SUBJECT:** Ratify Retroactive Reimbursement for Dr. Mark Miller to Travel to an Out of State Training on School Neuropsychology

**BACKGROUND:** Dr. Mark Miller has been a school psychologist for the Tracy Unified School District for over 15 years. The District previously funded specific training for Dr. Miller in neuropsychology, an up and coming field important in accurately assessing students. Dr. Miller has twice attended conferences in Texas to renew his certification as a school neuropsychologist. In April 2011, Dr. Miller requested out-of-state travel, however, the request was not processed through the Board at that time. Concerns related to the fluctuation of the state budgets, depletion of IDEA ARRA dollars and other factors were considered in not processing this request at that time. Dr. Miller did attend the training in Texas in July 2011 and funded the training on his own with the hope of reimbursement. There are sufficient funds in the Special Education Department MAA account now to reimburse Dr. Miller for this conference. This agenda item needs to be ratified for out of state travel and cost for the training on school neuropsychology.

**RATIONALE:** Districts must assess students in all areas of suspected disability. Training staff in best practices in assessments and keeping staff knowledgeable of advances in the field of psychological assessment is imperative in maintaining legally defensible and high quality assessments. This request supports Goal 4: Utilize technology as a tool for improvement in instruction, and to increase efficiency in operations across the District, and Goal 6: Develop and support a high performing workforce.

**FUNDING:** The total contract expenses for this reimbursement total \$1,258.54 to be paid from Special Education MAA budget account

**RECOMMENDATION:** Ratify Retroactive Reimbursement for Dr. Mark Miller to Travel to an Out of State Training on School Neuropsychology

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

**Tracy Joint Unified School District**  
**REQUEST FOR APPROVAL TO ATTEND CONFERENCE/WORKSHOP**

(Form must be submitted at least 2 weeks prior to conference/workshop date)

Permission is hereby requested to attend the professional meeting describe below:

Requested Mark Miller Date 4/19/2011 Site TUSD DEC  
 for: \_\_\_\_\_  
 Charge to 01-3313-0-5750-1110-5200-800-2542 SPECIAL EDUCATION  
 Account Number Name of Program

Name of Conference/Wrkshp 2011 School Neuropsychology Institute

Dates July 6-8, 2011 Days of Week W-F # of Days 3 ☒ All Day ☐ AM ☐ PM  
 Location Dallas/Fort. Worth, Texas Sponsoring Organization Schoolneuropsych.com

All Employees: MA8 4-2011 Superintendent [Signature] Date 12/6/11  
 Administrator/Supervisor Date Educational Services Date  
 Certified & Special Projects Date  
 Certified Management

**EXPENSE/TRAVEL EXPENDITURES:** All anticipated expenses must be indicated or they will not be eligible for reimbursement. Note: Registration Forms, Lodging Confirmations and Itemized Meal Receipts for all expenditures MUST accompany this form within 90 days for all reimbursements. Alcohol and tipping is not reimbursed. Meals charged to Room must have itemized receipt.

Estimated Cost - Complete Prior to Conference		Actual Cost		Reimburse
<b>Cost of Substitute</b>		<b>Registration Fee</b>		
\$ per Day	\$ -	District Pre-Paid	<input type="checkbox"/> YES <input type="checkbox"/> NO	
# of days		V#	CK Date	
	\$ -	CK/Pv#	Amt\$	
		Journal Transfer <input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>Registration</b>		Vendor	Reimburse Employee	\$ <u>300.00</u>
Fee	\$ 300.00	Address		Registration Fee
X # of Atten	1	City, State,		
Total Registration	\$ 300.00	Zip		
<b>Lodging</b>		<b>Lodging</b>		\$ <u>357.27</u>
Cost Per Nig	\$ 149.00 (129 + taxes)	V#	CK Date	Lodging Fee
x # of Night	2	CK/Pv#	Amt\$	
x # of Room	1	Vendor	Reimburse Employee	\$ <u>485.00</u>
Total	\$ 298.00	Address		Mileage
<b>Mileage</b>		City, State,		
# of Miles	0.51	Zip		
x (IRS)		<b>Air Fare</b>		\$
X # of Attendees		V#	CK Date	Air Fare Fees
Total Mileage	\$ -	CK/Pv#	Amt\$	
<b>Air Fare</b>		Vendor		\$
# of Flyers	1	Address		Cost of Meals
X Airfare	\$ 485.00	City, State,		\$ <u>116.27</u>
Total Air Fare	\$ 485.00	Zip		Miscellaneous
<b>Meals</b>				
Total of Meals	Max \$/Meal			
Breakfast	3 \$12			
Lunch	3 \$14			
Dinner	3 \$26			
	\$ 36.00			
	\$ 42.00			
	\$ 78.00			
<b>Miscellaneous</b>				
<u>Parking, Car Rental</u>	<u>116.27</u>			
Total Conference Cost	\$1,239.00			
Supervisors' signature <u>[Signature]</u> Date _____		I certify that the above expenses are correct. Employee Signature Name (Print) <u>Mark Miller</u> Address <u>1647 Bowerside Way</u> City, State, Zip <u>Stockton CA 95207</u>		Total Reimbursement \$ <u>1,258.54</u>



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** December 2, 2011  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Durant, Kathleen

Fabela, Mark Anthony

Faria, Manuel

Henderson, Tiffany

Mackay, Sharon

## CLASSIFIED

Food Service Worker (New)  
North School  
Range 22, Step A - \$11.95 per hour  
2.5 hours per day  
Funding: Child Nutrition-School Program

ISSET Technician Level II (Replacement)  
ISSET  
Range 56, Step C - \$29.10 per hour  
8 hours per day  
Funding: General Fund

Mechanic (New)  
Transportation  
Range 49, Step B - \$23.49 per hour  
8 hours per day  
Funding: Transportation-Special Ed 30%;  
Transportation-Home to School 30% and  
General Fund 40%

Food Service Worker (Replacement)  
West High School  
Range 22, Step A - \$11.95 per hour  
3 hours per day  
Funding: Child Nutrition-School Program

Para Educator I (New)  
\*Filled by current TUSD employee  
Villalovoz Elementary School  
Range 24, Step D - \$14.37 per hour  
3 hours per day  
Funding: EIA

Manley, David

I.E.P. Para Educator I (Replacement)  
Monte Vista Middle School  
Range 24, Step A - \$12.51 per hour  
4 hours per day  
Funding: Special Education-IDEA

Moody, Maria del Carmen

School Supervision Assistant (Replacement)  
South/West Park  
Range 21, Step A - \$11.69 per hour  
2 hours per day  
Funding: General Fund

Rodriguez, Delia

Preschool Instructor  
\*Change from Certificated Preschool Teacher to  
Classified position of Preschool Instructor  
South/West Park  
Range 30, Step E - \$17.32 per hour  
6 hours per day  
Funding: State Preschool

**BACKGROUND:**

Blackwell, Jonathan

Assistant Wrestling  
Tracy High School  
Stipend: \$3,245.36

Carranza, Rudy

Assistant Wrestling  
West High School  
Stipend: \$3,245.36

Diaz, Alex

Assistant Wrestling  
Kimball High School  
Stipend: \$3,245.36

Juarez, Frank

Freshman Boys Basketball  
Tracy High School  
Stipend: \$3,245.36

Salazar, Carlos

Head Wrestling  
West High School  
Stipend: \$4,868.03

**COACHES**

**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:** December 2, 2011  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

## BACKGROUND:

## CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Mackay, Sharon Para Educator I	George Kelly	11/4/2011	Accepted Para Ed I position at Villa
Moody, Maria del Carmen School Supervision Assist.	Bohn	11/4/2011	Accepted School Supervision position at South/West Park

## BACKGROUND:

## CLASSIFIED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Bailey, Roylene Library Technician	Hirsch	1/21/2012

**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

**TO:** Dr. James Franco, Superintendent  
**FROM:** *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** December 2, 2011  
**SUBJECT:** Ratify Agreement for Special Contract Services for Assistant Football Coach Larry Thompson at West High School for the Second Half of the 2011-2012 Fall Season

**BACKGROUND:** There was a need in the football program at West High School for knowledgeable assistance to ensure all coaches could provide the players with a safe, educational and positive experience. Having exceptionally qualified staff is the primary aim of the program.

**RATIONALE:** As an NCAA Division I player and defensive coordinator at the semi-professional level, Larry Thompson's football playing and coaching experience enhanced West High's football program and helped prepare the athletes for a successful season. Mr. Thompson attended all of West High's practices, meetings, and games for the entire second half of the season. With approximately 40 players on the team roster, Larry's presence ensured better coaching and a safer environment for the players.

Mr. Thompson was not on the District's approved coaching list prior to the start of the fall season. Mr. Thompson joined the coaching staff midway through the fall season and thus this agenda item needs to be ratified. West High would like to pay Mr. Thompson for his services for the second half of the football season.

This meets Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** The cost for Mr. Thompson's services should not exceed \$750.00 and will be paid directly from West High's ASB account.

**RECOMMENDATION:** Ratify Agreement for Special Contract Services for Assistant Football Coach at West High School for the Second Half of the 2011-2012 Fall Season

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

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

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Larry Thompson, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Assistant football coach at the freshman level. Will coach an offensive and defensive position group as well coordinate the defense for fresh team.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of forty five (45) HOURS (DAY) (circle one), under the terms of this agreement at the following location Merrill 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 \$ 750.00 per HOUR / DAY (FLAT RATE) (circle one), not to exceed a total of \$ 750.00. 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 at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
  - C. District shall make payment on a [ ] MONTHLY PROGRESS BASIS, [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 "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 September 28, 2011 and shall terminate on November 11, 2011.
5. This agreement may be terminated at any time during the term by either party upon fourteen (14) days written notice.
6. Contractor shall contact the District's designee, Matt Loggins at (209) 830-3370, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.

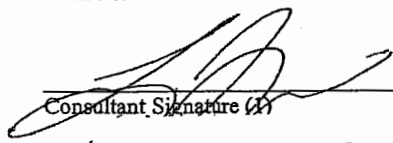
7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused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

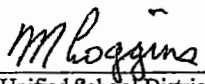
Contractor agrees to hold harmless and to indemnify district for:

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)  
8-22-11  
\_\_\_\_\_  
Date  
Freshman Coach  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City/State/Zip  
\_\_\_\_\_  
Phone Number

  
\_\_\_\_\_  
Tracy Unified School District  
8/22/11  
\_\_\_\_\_  
Date  
Athletic Director  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Account Number to be charged  
\_\_\_\_\_  
Department/Site Approval  
\_\_\_\_\_  
Budget Approval  
\_\_\_\_\_  
Date Approved by the Board

- 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.



# BUSINESS SERVICES MEMORANDUM

**TO:** James Franco, Superintendent  
**FROM:** Casey Goodall, Associate Superintendent for Business Services  
**DATE:** November 8, 2011  
**SUBJECT:** **Adopt Revised Board Policy and Administrative Regulation 7310 Naming of Schools, Individual Buildings, or Facilities (Second Reading, Intent to Adopt)**

**BACKGROUND:** During the October 11, 2011 School Board meeting, several citizens asked the Board to consider modifying the existing policy governing naming of schools, individual buildings, or facilities to include the option of naming facilities after civic leaders who have not yet retired. The proposed changes to Board Policy 7310 would allow for the Board the flexibility to do as those citizens requested.

**RATIONALE:** The most recent insertions are bolded, deletions are marked with a strike through. Formatting will be corrected once changes are completed.

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

**RECOMMENDATION:** Adopt Revised Board Policy and Administrative Regulation 7310 Naming of Schools, Individual Buildings, or Facilities (Second Reading, Intent to Adopt)

## NAMING OF SCHOOLS, INDIVIDUAL BUILDINGS, OR FACILITIES

When a school, individual building, or facility is to be named, the Superintendent shall appoint a screening committee that will be comprised of the Superintendent, or his representative, as chairperson, a principal, and at least five other citizens and students, two of whom are to be recommended by the Board of Education. Citizens, board members, students, and school personnel may submit names for consideration by the committee. Such submission shall be publicly noticed. The committee will recommend names for schools, individual buildings or facilities to the Board of Education from those submitted. The Board of Education will consider the names recommended by the committee for the school, individual building or facility prior to making the final decision.

### Criteria for Naming Schools

Schools may be named for a person and may include presidents or governors, statesmen and heroes of national and state fame; national and local educators, community and civic leaders. **Generally, names should be limited to those of persons who have been retired from public service for at least three years.** In addition, schools may be named for geographic locations.

No two schools in the district shall be given the same name.

### Renaming of Schools

Schools named for a person will retain that person's name as part of the site's name as long as the site facility is used for instructional purposes by the district. Exceptions to this policy may ~~be made~~ occur only under extraordinary circumstances and after thorough study by the Board of Education.

### Timing of Names

A new school facility may be named as soon as the need for a school is known and verified.

### Criteria for Naming Individual Buildings or Facilities

Individual buildings or facilities may be named for a person and may include local educators, community and civic leaders who have made long-term, outstanding contributions to the school district, county or community.

Renaming of Individual Buildings or Facilities Individual buildings or facilities named for a person will retain that person's name as long as the building or facility is used for instructional purposes by the district. Exceptions to this policy may occur only under extraordinary circumstances and after thorough study by the Board of Education.

Timing of Naming Individual Buildings or Facilities Schools or sites may seek approval from the Board to name a new building or facility as soon as the plans and funding for the facility have been approved by the Board. Schools or sites wishing to name an existing unnamed facility must first seek the approval of the Board to begin the naming process as outlined in Administrative Regulation 7310.

If a community member chooses to make a substantial contribution for a building or program at a school, the Board may consider recognizing the contribution by naming the school, building, or facility after the benefactor.

**Legal Reference:**

EDUCATION CODE 35160 Programs, activities of governing board

**Adopted: 9/8/98**

**TUSD Revised: 11.27.07**

NAMING OF SCHOOLS

- A. Purpose and Scope To provide a procedure and guidance for naming schools, individual buildings and facilities.
- B. General When a school, individual building or facility is to be named, the Superintendent shall appoint a screening committee.
- C. Forms Used and Additional References  
N/A
- D. Procedure

- 1. Screening Committee

The Superintendent shall appoint a screening committee that will be comprised of the Superintendent, or his representative, as chairperson, a principal, and at least five other community members-citizens and students, two of whom are to be recommended by the Board of Education.

For purposes of naming individual buildings or facilities, multiple committees may be operating at the same time.

- 2. Notification of Name Submission

The Screening Committee shall publicly notice, not less than thirty (30) days prior to making its final recommendation to the Board, its intent to accept names for schools, individual buildings or facilities by having submission requirements and criteria published in a local newspaper of general circulation, and by posting the same at two (minimum) public locations (for instance, the public library, City Hall, or School District main office).

Such notification shall state the following:

- a. The purpose of the notification
- b. The criteria by which the names will be reviewed and considered
- c. The date and time by which names are to be submitted
- d. The address to which the submissions are to be delivered
- e. The date, time, and location of the Board meeting at which the committee's recommendation will be presented for Board consideration



3. Committee Recommendation

The Screening Committee shall review the submitted names and letters, and using the selection criteria, reach consensus and make recommendations to the Board at a regularly scheduled public meeting for the Board's consideration.

Any names not approved by the Board may be resubmitted for consideration during the next school, individual building or facility naming process.

5. Approval of Names

The Board of Education will make the final determination of the name of schools, individual buildings or facilities.

E. Reports Required

A letter that explains the attributes of the name being submitted must accompany each submitted name. The Screening Committee shall submit a report to the Board with their recommendation for the Board's consideration.

F. Record Retention

All letters submitted suggesting names and the Screening Committee's report shall be retained for a period of two years

G. Responsible Administrative Unit

Business Services

H. Approved By Assistant Superintendent for Business Services

TUSD Revised: 11.27.07



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent, Business Services  
**DATE:** November 15, 2011  
**SUBJECT:** Approve "Dr. Joseph S. West" as the Name for the Tracy High School Administration/Classroom Building

**BACKGROUND:** During the September 13, 2011 School Board meeting, the Board directed the Superintendent to form a committee to recommend names for the Tracy High School administration building. Pursuant to Board Policy and Administrative Regulation 7310, a public notice was generated, submissions were sought, and a screening committee was formed, which consisted of:

1. Dr. Casey Goodall as the Superintendent's representative, chairperson of the committee, and a non-voting member.
2. Jason Noll, Principal
3. Renata Guzman, ASB President
4. Ally Headley, Senior Class President
5. Harold Reich, Community Member
6. David Lee, Community Member
7. Alan Hawkins, Community Member

The committee was asked to consider proposed names, make recommendations, and to consider possible changes to the policy governing naming buildings on school sites. The following names were considered:

1. Dr. Joseph S. West
2. West Building, The West Building
3. Emma Burns Souza Building
4. James C. Franco Building, or The Franco Building (Building A)
5. The Paula E. Weeks Building
6. Yokuts Building
7. Chief Estanislau Building
8. Coach George Albano Building
9. Dr. David Coykendall Building
10. John Hurley Building (Major John Hurley Building, John J. Hurley Building, Major John J. Hurley Building, Coach John Hurley Building)

11. "Retreat" Building
12. Dave Auchard Building
13. Larry Guillen Building
14. A.R. Souza Building
15. George Parker Building (George L. Parker Building)
16. Nick Eddy Building

**RATIONALE:** After reviewing the policy and administrative regulation, the committee reflected on current names of schools and facilities in Tracy. The committee unanimously recommended that the building be named the "Dr. Joseph S. West" building, after the man who was called, on May 5, 1917, "the father of the high school" in Tracy because of his advocacy for construction of the first high school building in the area.

**FUNDING:** There is no cost to this action.

**RECOMMENDATIONS:** Approve "Dr. Joseph S. West" as the Name for the Tracy High School Administration/Classroom Building

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



# BUSINESS SERVICES MEMORANDUM

**TO:** James Franco, Superintendent  
**FROM:** C. Goodall, Associate Superintendent for Business Services  
**DATE:** November 15, 2011  
**SUBJECT:** Adopt Revised Board Policy and Administrative Regulations 1330.1 Facility Use (First Reading)

**BACKGROUND:** The Administrative Regulation governing use of District facilities is periodically adjusted to address new issues that arise. The proposed changes reflect recommended changes developed since the summer.

**RATIONALE:** The most recent insertions are bolded; deletions are marked with a strike through. Formatting will be corrected once the changes are completed.

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

**RECOMMENDATIONS:** Adopt Revised Board Policy and Administrative Regulation 1330.1 Facility Use (First Reading)

# TRACY UNIFIED SCHOOL DISTRICT

## Facility Use Rental Policy

Multi-Purpose Rooms, Stadiums,  
Fields and Swimming Pools



**TRACY**  
UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, CA 95376

Tel (209) 830-3297 Fax (209) 830-3259

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**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES****A. Purpose and Scope**

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

**B. General**

Tracy Unified School District Facility Use Department is responsible for handling the reservation process for all of the district school facilities. Do not contact schools directly. To obtain a Facility Use Application for a school or district facility, community members should contact the Facility Use Department by calling (209) 830-3297 or visiting 1875 W. Lowell Ave. Setting up an appointment is recommended. We do not accept tentative reservations.

If at any time you have a specific question concerning the rental of our facilities, please contact our office at (209) 830-3297, (209) 830-3230 or (209) 830-3265.

**District Office Location:** Tracy Unified School District  
1875 W. Lowell Ave.  
Tracy, CA 95376

**District Business Hours:** Monday-Friday 8:00am-5:00pm  
Weekends Closed

**Website:** [www.tracy.k12.ca.us](http://www.tracy.k12.ca.us)

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

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

**C. Forms Used and Additional References**

Any person or organization desiring to rent district facilities should complete a **facility use application** for Facilities under the Civic Center Act **Education Code 38130-38139**. You can download an application from our website or contact the Facility Use Department.

- **Attachment A:** Schedule of Community Rental Fees
- **Attachment B:** Check-In/Clean/Check-Out Room Form

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

- Attachment C: Maximum Occupancy Chart
- Attachment D: Field Type Chart
- Attachment E: Theater Policy & Questionnaire Form
- Attachment F: In-Kind Services Form

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

**D. Procedures**

1. New facility users will be charged a \$48.13 Non-Refundable administrative processing fee for all applications and must be submitted at time of application.

2. **Notifications**

Any person applying for the use of property on behalf of any group shall be a member of such applicant group and, unless he/she is an officer of such group, must present written authorization to represent the group. Applicant must submit application at least 15 days for elementary and middle schools and 30 days for high schools prior to use to allow sufficient time for processing. It is the user's responsibility to make sure they meet insurance requirements for approval. Allow more time for processing for the first and the last month of school. The Facility Use Department is first point of contact and reviews your application and works with school site to secure your reservation. Once date(s) have been secured all conditions including insurance, hold harmless, fees, security deposit, etc., must be met prior to receiving confirmation of permission to use facilities. Sport Organizations are required to provide your Board roster of names and phone number contact information. All users must provide proof of Non-Profit Status for Tier 2-5.

Applicants shall be notified ~~in writing~~ whether the request is approved or denied. If approved, the facility use Department will prepare an invoice and payment will be due along with security deposit and insurance requirements. Once all requirements have been met a completed copy of the ~~application~~ Permit together with any special requirements can be faxed, emailed, mailed or picked up in the District Lobby, shall be to the applicant.

If your application is approved, renters must carry the Facility Use Permit issued by the district at all times when on any TUSD school district premises. Renters must present an approved Facility Use Permit to district custodial, administrator or certificated staff for facilities to be opened for renters each day of rental.

3. **Conditions of Use:**

Tracy Unified does not provide set-up or take-down for facility renters. Equipment use is limited to what is available in the room requested by the renter.

All outside facility renters are required to pay a \$500.00 Security Deposit prior to use by check. Your security deposit will be refunded to you within 30-60 days after your scheduled use if the hours of use did not exceed those paid for and agreed upon in the



**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

**approved permit, no additional custodial staff time required to clean to specification or repair the facility, there are no fee issues or damage to the facility you are renting.**

**The renter, as indicated on the application agrees to be present for the duration of the event as listed on the approved permit.**

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

Tracy Unified School District reserves the right to deny use of facilities for certain periods of time and during which **construction, maintenance or other district Departmental projects** are is being conducted.

**Rules of Conduct**

Unreasonable conduct of any participant shall be subject to immediate cancellation of use. Any conduct at an activity that is deemed offensive, indecent or contrary to the best interest of the community is classified as unreasonable. **SMOKING, TOBACCO PRODUCTS, ALCOHOL, DRUGS, NO FIREARMS OR EXPLOSIVES ARE PROHIBITED ON ANY SCHOOL DISTRICT PROPERTY.** Facility users must be aware of the location of emergency exits at all times. Facility users are prohibited from applying pesticides, chemicals, or cleaning products to district facilities or grounds. Organizations or groups using school facilities under the provisions of Board policy shall be liable for any property damages caused by the activity. The Board shall charge the amount necessary to repair any damages and may deny the organization further use of school facilities. Use of District Furniture and Equipment: When a scheduled use includes use of district furniture or equipment, the user will inspect said furniture and equipment prior to use to ensure the safety of user participants. ~~A damage/security deposit of \$500.00 is required and will be refunded provided no damage occurs and all other fees have been paid.~~ Facility Users are not permitted to store any of their belongings on sites.

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

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

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

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

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

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

No part of ~~any the~~ buildings may be entered ~~and/or no equipment may be used~~ which is ~~are~~ not specifically listed on the approved application.

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

**If an organization rents TUSD facilities on a regular basis they must reapply each school year prior to the end of the current school year. The deadline to submit applications for summer rentals (June-August) is May 1. During summer months organizations must allow more time for processing.**

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

**Organizations must inform all of their league officials, coaches and parents that TUSD security Department and/or any TUSD employee who finds any organization on TUSD property without a current approved Facility Use permit will be asked to leave and it will be documented.**

**If organizations are found for a second time without a permit the organization will be sent a letter of warning. If a third offense occurs the organization can and will forfeit their privilege of use of TUSD property for one year. If the organization repeats the same offense the next year the organization can lose privileges for two years then consecutively thereafter. Our security Department is advised to call Tracy Police Department.**

**If an organization does not have a permit and refuses to leave the premises, the organization can lose privileges of use of district property.**

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

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

## COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

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

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

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

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

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

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

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

## COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

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

### E. Regulations

**The fiscal school year for TUSD is July 1 – June 30. Regular facility users who have been approved to make payment after each month are required to make payment in full no later than July 15 each school year. If payment is not made in full cancellation of use could occur.**

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

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

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

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

Facility Users are not permitted to post banners or advertisement during regular school hours and only during their scheduled facility use time. Regular school hours are defined as 7:00am to 6:15pm Monday through Friday every week of the calendar year except Christmas Eve and Christmas.

The use of kitchens requires authorization from the Food Services Department. Payment is made in full to the Food Services Department in addition to the facility use fees. A food service worker and custodian are secured for event. Article 3.3 and 3.4 of the Master Agreement between Tracy Unified School District and the California School Employees

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

No Flames may be used on Tracy Unified School District property on outside facilities with the exception of authorized barbecues, and the authorized use of candles or luminaries.

## COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

Contained blazes generated by the Tracy Fire Department for training purposes may also be authorized. Users conducting activities which include barbeques, candles, or luminaries shall not use flames within ten (10) feet of any combustible material or building, and there shall be available for use a fire extinguisher. Users of flames must follow safety procedures recommended by public safety agencies. Barbeques must be operated by adults only.

### SCHEDULING

It is the user's responsibility to allow sufficient time to set-up and clean up the facility. These hours must be included in the rental period. Custodians only provide approved requested equipment – they do not set-up for your event. Trash should be bagged and placed in the trash receptacles. You are responsible for collecting and disposing of litter, trash, or garbage generated by your activity that does not fit into the receptacles provided. The user will be charged the actual cost of cleanup if litter, trash, or garbage remains on campus. The rented area should be left in the same condition in which you arrived. Organizations shall never leave a rented building or stadium unattended and will be held financially responsible in the event of loss or damage to TUSD property. **High School facilities are not available during the last week of school or on graduation. All school areas are not available on back-to-school nights, open house or school related event days.** Permission to use TUSD facilities for a period exceeding one fiscal year shall not afford to any person or organization a real or implied monopoly.

### CANCELLATION

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

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

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

### HIGH SCHOOL STADIUMS

Facility User provides portable toilet service of their choice and arranges delivery time and placement area prior to scheduling with the high school Business Site Manager. **Facility Use Department will advise you.** American flags are not provided to facility users. No food or drink is allowed on artificial turfs. Water bottles only. Sunflower seeds or gum are not permitted in the stadium. No PA speaker sound before 10:00 am or after 9:00 pm. PA equipment shall be operated by adults only. No access to volume adjustment. No vehicles in stadium except emergency vehicles. No outside soccer goal pegs in turf.

COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

**HIGH SCHOOL STADIUM RULES**

1. NO PERMIT – NO ENTRY TO STADIUM
  - a. Facility User must have approved permit
2. OPEN & CLOSE TIME
  - a. Arrive at time indicated to open
  - b. Notify Facility Use department if facility user left early
  - c. Custodian does not have authorization to open stadium earlier
3. CUSTODIAN WHO OPENS PREPARES CHECK-IN FORM FOR THESE AREAS WITH LEAGUE REPRESENTATIVE
  - a. Bleachers
  - b. Concession Stand area
  - c. Press Box
  - d. Test sound equipment including microphone that it is working
  - e. Grounds for trash debris
  - f. Parking Lot
  - g. Football practice field when applicable
  - h. If the stadium is dirty the custodian is required to clean the areas presentable to the facility user
  - i. Ticket Booth-not available to outside youth leagues – Millennium High ok
4. REST ROOMS
  - a. Rest rooms are not available in stadiums. Portable toilets are required by user
  - b. User can provide pop-up tent in pre-approved area for weigh-ins
5. CUSTODIAN ASSIGNED
  - a. Unlocks entrance gate, concession and press box
  - b. Patrols stadium and parking at all times
  - c. Keeps unauthorized people out of artificial field/track fenced area
  - d. Turns switch on for scoreboard
  - e. Assists Facility User
  - f. Never leaves the stadium during the approved permit times
  - g. Makes sure barbeques are 10 feet away from any building or structure
  - h. Reports all problems to league president
  - i. Turns on stadium lights at dusk and off when complete – not Facility user
    - i. WHS can turn on pool lights for additional lighting
6. OUTSIDE FACILITY USERS
  - a. Do not use restrooms in stadium or on site
  - b. Do not use locker rooms on site campus – Millennium High ok
  - c. Do not use yard markers, end zone pylons or 10 yard chain set
  - d. Are not authorized to use the elevator
  - e. No vehicles in the stadium – emergency vehicles only

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

- f. Responsible for supervising all children – no child left unattended
  - g. Only game players inside the stadium/track areas
  - h. League should assign patrol at each gate to the field
  - i. No cleats on track – use mats provided for crossing
  - j. Half-Time- team to football field practice area (not inside field area)
7. SCORE BOARD AND SOUND EQUIPMENT
- a. Custodian set-up PA system ONLY
  - b. PA equipment operated by Adults ONLY – no youths
  - c. NO IPOD hook-up at WHS – CD's ONLY
  - d. IPOD hook-up at THS and KHS ok.
  - e. No access to volume adjustment – volume is preset. DO NOT ATTEMPT TO ADJUST!
  - f. Do not un-hook the PA system until custodian verifies unit works when departing
  - g. Kimball High – put all equipment in Security Safe before leaving
  - h. No PA speaker sound before 10:00 AM or after 9:00 PM
  - i. No PA speaker sound on Sunday until 1:00 PM (WHS)
8. CONCESSION STAND
- a. Kimball High does not offer concession building
  - b. Outside Facility User uses counters only
  - c. Outside Facility User does not use WHS Pepsi Machines
  - d. Facility User does not use refrigerator or freezers
  - e. Makes sure barbeques are 10 feet away from any building or structure
    - i. West High has a new spot for barbequing only. There is a new parking lot next the concession building. See taped off area.
    - ii. Place drip pans or tarps under barbeques to avoid spillage on pavement
    - iii. Do not dump grease, oil, briquettes or barbeques anywhere on TUSD property or garbage cans or dumpster. If accident spill occurs you are to provide an oil absorbent and clean properly
  - f. No extension cords allowed. Only use the outlets provided inside and outside of concession building
  - g. Never put anything in ice machine except clean ice scooper – no purchased bags of ice. Any item contaminates ice.
  - h. Clean sinks after use
    - i. WHS users clean 3 drains – Directly under sink, in between two soda machines (south side) and in between the reach-in refrigerator and counter (east side). If you sweep floor be careful not to sweep crumbs into the floor drain.
  - i. Facility User will provide their own mop and broom
  - j. District will provide spray disinfectant
  - k. Use a clean mop. Before mopping rinse your mop thoroughly
    - i. For more information contact High School Maintenance Supervisor
9. PROHIBITED
- a. No drinks allowed on turf – Plastic water bottles only

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

- b. No chewing gum on turf
  - c. No sunflower seeds allowed on turf or inside stadium
  - d. No hold down stakes or pegs allowed in turf
  - e. Unsupervised children
10. CUSTODIAN WHO CLOSING PREPARES CHECK-OUT FORM AND VERIFIES ALL AREAS ARE CLEAN WITH LEAGUE REPRESENTATIVE
- a. Parking Lot
  - b. Bleachers
  - c. Ticket Booth
  - d. Concession Stand area cleaned thoroughly (counters, floor, etc.)
  - e. Press Box
  - f. Test sound equipment including microphone that it is working
  - g. Grounds for trash debris
  - h. Football practice field when applicable
  - i. Cleaning should be completed prior to approved close time to complete Check-Out form
11. CUSTODIAN WHO CLOSING RESPONSIBILITIES ARE
- a. The Facility User is responsible for thoroughly cleaning the stadium. If the Facility User refuses to clean the stadium to specification custodian is required to obtain overtime authorization high school Maintenance Supervisor or Director of Building/Maintenance. The custodian is to clean all areas before he leaves and Facility User will be charged applicable hourly custodial fees
  - b. Parking Lot patrol
  - c. Empties all trash cans to dumpsters (home and visitor sides and football practice field)
  - d. Do not carry trash bags or cans across track or turf. Drive mule or walk around and make sure bag is not leaking if so double bag
  - e. Secures concession building – rolls up windows and locks
  - f. Turns off lights
  - g. Secures and locks all gates
12. If Custodian assigned is unable to commit to the time he signed up or has an emergency and has to leave, they are to call and make other arrangements for coverage or call the Stand-By Person at 321-1329.

**HIGH SCHOOL GYMNASIUMS**

Food and drinks (water included) are prohibited in all main and sub-gymnasiums. **Prior to checking out you are required to pick up all trash including bleachers and place in trash receptacle.**



**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES****INSURANCE REQUIREMENTS AND FEES**

When individuals or groups request use of Tracy Unified School District facilities or grounds, it is important that all reasonable and available protective measures be taken to avoid liability and minimize the district property and liability loss potential. **It is the Facility Users responsibility to meet insurance requirements. Facility Users are required to purchase insurance and instruct TUSD requirements and verify the documents prior to sending to the Facility Use Department. The Facility Use Department is not authorized to instruct the insurance company.** Specific requirements for each category appear below.

A Certificate of Insurance must accompany a Facilities Use Request. In addition to the certificate of insurance, an endorsement must be attached naming Tracy Unified School District as an additional insured. Renters are required to use Acord Forms available through insurance agents. The standard minimum liability limits is \$1,000,000 million per occurrence, and \$2,000,000 aggregate bodily injury. The district reserves the right to adjust its insurance requirements as needed.

The Certificate of Insurance must include all of the following:

- Name of insured (must match name on Facility Use Application)
- The statement: **"Naming Tracy Unified School District, its employees, officers, board of directors, agents, and volunteers as additional insured, under the above captioned policy."\*\***
- School Location(s) –School Name and Address
- Date(s) of rental. For occasional use, list specific dates. For continual use, list start date and end date.
- Cancellation clause including 30-day notice

The endorsement **that names TUSD as additionally insured** will be a separate page on **Insurance Form CG2011, CG2026** or equivalent and should be attached to the certificate of insurance.

**\*\* NO MATTER WHAT YOUR INSURANCE COMPANY TELLS YOU, WE REQUIRE A SEPARATE INSURANCE FORM FOR THE ADDITIONAL INSURED ENDORSEMENT, WHICH IS TO BE SUBMITTED WITH YOUR CERTIFICATE OF INSURANCE, OR THE DISTRICT CANNOT APPROVE YOUR APPLICATION!!**

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

**DOMESTICATED OR WILD ANIMALS**

No person shall cause or permit pets or animals to be on school grounds or in school/district facilities, although no part of the policy shall prohibit the appropriate use or access of legally approved/supervised service animals. With prior consent of the superintendent or designee, working animals shall be permitted limited access as appropriate.

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

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

**POOL USERS**

Facility Users renting pools are required to carry a cell phone. Land line phones are not available in pool areas. No food, drinks, or glass allowed **in pool areas**. Plastic water bottles only. Should you require the use of a lift device to gain pool access please contract any lifeguard. One lifeguard is required for every 25 swimmers.

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

**LIFE GUARD CERTIFICATION**

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

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES****Prioritization and Fees**

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

**Tier 1: EDUCATION OF DISTRICT STUDENTS**

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

*Example: Adult Education program, High School Athletic teams, debate, drama, IB, Ag, FFA, AP, choir, band, space and engineering academy, employee associations, ~~Brighter~~*

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

*Christmas, etc., parent clubs, parent teacher associations, school community advisory groups, Migrant Education, San Joaquin County Registrar of Voters, US Census Bureau (if meeting is conducted on normal school day, and concludes before 10:00 pm), and City of Tracy DARE Program, Tracy Breakfast Lions and Tracy Tank Town Lions for TUSD high school games, Delta Blood Bank.*

**Tier 1A: EXTRA CURRICULAR SCHOOL EVENTS AND COMMUNITY SUPPORT with requirements**

1. Extra-curricular school events of any official Tracy Unified School District course, team or activity group (provide list) after regular school hours. The event is expected to provide insurance policy and pay weekend custodial fees.
2. **The Annual Relay for Life Event.** ~~The district provides no additional paid staffing or overtime for this event. However, the district provides equipment, lighting, and coordination of the event. Fundraising activities and meetings in preparation for this annual event are tier 5.~~ TUSD will not be responsible for out of pocket cost for this event, including equipment, portable lighting, paid staffing or overtime. District will jointly coordinate the event.

*Example: Sport Camps (High School basketball, volleyball, etc.), American Cancer Society Relay for Life Event, Delta Blood Bank, Brighter Christmas, EMHI Grant Providers, College Board SAT Testing.*

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

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

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

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

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

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

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES****Tier 4: YOUTH RECREATION**

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

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

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

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

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

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

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

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

**All users must provide proof of Non-Profit Status for Tier 2-5.**

## COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

## Tier Breakdown Requirements

	FEES	INSURANCE REQUIREMENT
Tier 1	None	None
Tier 1A	<ol style="list-style-type: none"> <li>Staff time (custodial and other direct support of the use) outside normal work hours.</li> </ol>	Users in this tier will provide a Certificate of Insurance, <b>Endorsement Letter naming TUSD as additionally insured</b> and including a statement to hold the district harmless and indemnification
Cont'd Tier 1A	<p><b>Note: as an internal control measure, those organizations using facilities to generate funds for school use, must be pre-approved by the site ASB, and must complete and submit a revenue potential form to the site ASB. A copy of the approved revenue potential will be attached to the facility use request form.</b></p>	
Tier 2	<ol style="list-style-type: none"> <li>Utilities after 6:15 pm and before 7:00 am, and on non-school days.</li> <li>Staff time (custodial and other direct support of the use) outside normal work hours.</li> <li>Administration fee of managing the facility use program.</li> <li>Security Deposit</li> </ol> <p>See exhibit b</p>	Users in this tier will provide a Certificate of Insurance, <b>Endorsement Letter naming TUSD as additionally insured</b> and including a statement to hold the district harmless and indemnification
Tier 3	<ol style="list-style-type: none"> <li>Utilities.</li> <li>Staff time (custodial and other direct support of the use) outside normal work hours.</li> <li>Administration fee of managing the facility use program.</li> <li>Security Deposit</li> </ol> <p>See exhibit b</p>	Users in this tier will provide a Certificate of Insurance, <b>Endorsement Letter naming TUSD as additionally insured</b> and including a statement to hold the district harmless and indemnification
Tier 4	<ol style="list-style-type: none"> <li>Utilities.</li> <li>Staff time (custodial and other direct support of the use) outside normal work hours.</li> <li>Administration fee of managing the facility use program.</li> <li>Wear and Tear on facilities and grounds.</li> <li>Security Deposit</li> </ol> <p>See exhibit b</p>	Users in this tier will provide a Certificate of Insurance, <b>Endorsement Letter naming TUSD as additionally insured</b> and including a statement to hold the district harmless and indemnification

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

Tier 5	<ol style="list-style-type: none"> <li>1. Utilities.</li> <li>2. Staff time (custodial and other direct support of the use) outside normal work hours.</li> <li>3. Administration fee of managing the facility use program.</li> <li>4. Wear and Tear on facilities and grounds.</li> <li>5. Security Deposit</li> </ol> <p>See exhibit b</p>	Users in this tier will provide a Certificate of Insurance, <b>Endorsement Letter naming TUSD as additionally insured and</b> including a statement to hold the district harmless and indemnification
Tier 6	<ol style="list-style-type: none"> <li>1. Utilities.</li> <li>2. Staff time (custodial and other direct support of the use) outside normal work hours.</li> <li>3. Administration fee of managing the facility use program.</li> <li>4. Wear and Tear on facilities and grounds.</li> <li>5. A fair rental fee</li> <li>6. Security Deposit</li> </ol> <p>See exhibit b</p>	Users in this tier will provide a Certificate of Insurance, <b>Endorsement Letter naming TUSD as additionally insured and</b> including a statement to hold the district harmless and indemnification

**FEES**

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

For purposes of charging fees, "hours used" will be rounded to the next higher half hour. **Fees are required in full prior to use unless you have been approved to pay month by month. The District reserves the right to cancel or suspend permit if payment is not paid within 45 days.**

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

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

## COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

### CUSTODIAL FEES

If a custodian is on his/her regular shift custodial fees will not be charged to users depending upon the type of event. ~~called off his normal work routine, or is called back to work after completion of his regular assignment to provide services to facility users,~~ the district will charge the user a minimum of two hours of custodial fees. **Depending upon estimated attendance of user's event more hours could be required.** If a use occurs during school hours, the custodian will open and close, but will not set-up. If set-up is required, a custodial fee will be charged. **Your scheduled custodian and designated member of your organization are required to prepare Check-In/Out form upon arrival and departure. The check-In/Out form protects the district, site and facility user.**

**CSEA Article 11.9-Call Back Time:** Call back status is defined as an employee's physical presence at a work site in response to one or more emergency events within a two (2) hour period of time after completion of his regular assignment. An employee responding to a call back to work will be compensated at the overtime rate for a minimum of two (2) hours. If the work exceeds two (2) hours, the employee will then be compensated at the overtime rate for actual hours worked.

### OPENING, CLEANING AND CLOSING

A select list of Administrators and/or Certificated employees/teachers, approved in advance by the Facility Use Committee, may open and close at the site at which they are assigned on their regular workday if they are certified by the facility use staff at the district office to be properly trained. Training Certification will include:

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

The administrator and/or teacher will ensure the facility is cleaned after the event. Otherwise, a custodian will be assigned to the event at the cost of the user. The Administrator and/or teacher **contacts Facility Use Department to schedule training appointment.**



**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

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

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

**EXCEPTIONS/FACILITY USE COMMITTEE**

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

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

## COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

## Attachment B A: Schedule of Community Rental Fees

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

## COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

## Attachment B A: Schedule of Community Rental Fees

Rooms Area	Utilities / Hr	Wear & Tear/ Hr	Custodial/ Staff/ Hr	Administrative Cost/Processin g Timeframe or Change	Tier 6 Fair Rental Markup/ Hr
Grass Covered Baseball Practice Areas (**see note at bottom of page)		\$ 2.75		\$48.13	\$66.00
Baseball Field (all ages)		\$ 5.50		\$48.13	\$66.00
Softball Practice Field		\$ 5.50		\$48.13	\$66.00
Softball Field		\$ 5.50		\$48.13	\$66.00
Soccer Fields available to all ages (maximum wear and tear fee \$50.00 per day)		\$ 7.15		\$48.13	\$66.00
Football Practice Field (maximum wear and tear fee \$275/day)		\$ 7.15		\$48.13	\$66.00
Football Stadium (Includes use of press box and snack bar. Cost of lights is additional. Maximum wear and tear fee \$770/day)*** (Football, Soccer and Track Use)		\$77.00 ***	\$33.29 *** ****	\$48.13	\$66.00
Irrigation Specialist			\$41.69	\$48.13	
Football Field Line Painting			\$33.29	\$48.13	
Football Field Lights	\$11.01				
Tennis Courts		\$ 5.50	\$33.29	\$48.13	\$66.00
Track (Williams Middle School)		\$ 5.50		\$48.13	

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

\*\*Grass covered fields not to exceed \$750 per practice field for a season.

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

\*\*\*\*Kimball Stadium requires two custodians at all times due to open campus.

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

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

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

**Attachment C: Maximum Occupancy Chart**

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

Site	Multi-Purpose Room/ Cafeteria	Multi-Purpose Room Dining*	Gym	Small Gym	Theatre	Stadium	Pool
Bohn	567	265					
Central	507	237					
Freiler	698	321					
Hirsch	567	265					
Jacobson	567	265					
Kelly	719	336					
Kimball High	410	410	2318	521	400	3706	132
McKinley	427	199					
Monte Vista	558	253					
North	645	298					
Poet Christian	567	265					
South	857	400					
Stein	572	267					
Tracy High	1173	525	1670	700	325	3753	116
Villalovoz	561	282					
West High	653	415	2680	418		4159	260
Williams	648	302		598			

\*Dining is seating on multi-purpose/cafeteria lunch tables.

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

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

**Attachment D: Types of Field Chart**

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

\*grassy fields

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES****Attachment E: Theater Policy and Questionnaire****Tracy Unified School District Theatre Use Policy**

The following policies, as well as any school rules, will apply to all groups using the THS or KHS Theatres.

1. Theatre Lighting:
  - a. All groups must use a trained student to operate the light/sound boards during their function.
  - b. A fee will be charged for the student's services depending on length of the function at a rate of \$10.00/hr.
  - c. The drama teacher must receive at least a four week notice from the participant in order to arrange for the student to be available. If four weeks' notice is not given, a student may not be available and the light/sound boards will not be available for the function. Kimball High School requires two students, one for sound and one for lights. To make arrangements, please contact the following drama teacher:
    - THS (209) 831-5100 ext. 2991.
    - KHS (209) 832-6600 ext. 4100.
  - d. If the lighting is altered in anyway (including but not limited to adding gels, barns doors, etc.) it must be returned to its original state. Plugs are not to be rearranged without prior permission, and they **MUST** be returned to their original location.
2. Dressing rooms/Make-up rooms:
  - a. If the group needs to use the dressing rooms/ make-up rooms, they must include their request in the facilities request form or the rooms will be locked and unavailable.
  - b. If the group involves youth 18 or under, adult supervision must be present at all times for each room.
  - c. The interior offices and rooms Rm1/Rm3 (for THS) and rooms C1, C2 & C3 (for KHS) are off limits at all times. Nothing in those offices/ rooms may be used for your production at any time.
3. Front Doors:
  - a. The doors will be unlocked and locked by the custodial crew at the time specified on the facilities request form. At no time must the building be left unattended if the front doors are unlocked. And at no time can the doors be propped open for further access.
4. Equipment:
  - a. Any other equipment that is needed, including but not limited to the piano, risers, flats, and band equipment, must have a specific request at least four weeks prior to the event.
  - b. Equipment/materials may not be available for use and the schools are not required to furnish the equipment/materials.
5. Food and drinks:
  - a. Food and drinks are allowed in the lobby area only. Food and drinks are not allowed in the theatre area at any time.
6. Alterations:
  - a. No permanent alterations can be made anywhere within the theater.
7. Move in/Move out:
  - a. Please be aware there is a possibility of functions overlapping each other. Therefore sets, props, music equipment, etc. may be in the theatre and are not to be touched or moved for any reason.
  - b. If you need time to clean up after your event, you must include that in your facilities request form. Anything left after the end of your request will be removed and thrown away.
  - c. The theatre needs to be left in the same condition as found.

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES****Attachment G: HIGH SCHOOL THEATER SUPPLEMENTAL QUESTIONNAIRE**

This is a supplemental questionnaire to better serve the District and the Community when the Theater is requested. Please give the questions careful consideration then take a moment to complete the form. This form must accompany Facility Use Application. On the reverse side is the Theater Use Policy provided for your information.

Name of Your Group:

---

Dates Needed:

---

What is the nature of your performance?: (ie: 1 person speaker, church service, theatrical production) \_\_\_\_\_

Will you need ANY set up or rehearsal time? \_\_\_\_\_ If so, have you included this in the dates/time listed on the application? This includes if you will be having items brought to the site (musical instruments, outside sets). We need to know when they will be delivered and IF we have space to store them. We cannot be responsible for these items and there may be an additional cost for a custodian to open/close the site for the delivery times.

Will you have sets? \_\_\_\_\_ Please describe the nature of your sets:

---

---

The High School Performing Arts Magnet or another organization may have a set on the stage at the time you requested. Can your group work around a set or do you need the entire stage?

---

Are you interested in having theater lights (spotlights and/or light board use) for your show? \_\_\_\_\_ If so, please note item 1 on the reverse side of this form for directions on how to arrange this.

- The Theater does have a sound system. However, you need to provide your own wireless microphones.
- All items in the theater and any adjacent classroom are the property of TUSD. We respectfully ask that the items are not used or moved without prior permission.
- Please be aware that our theater is used most school days. Sets cannot be left up that will interrupt instructional use of the space.
- Theater questionnaire is required to be filled out and submitted with room application.

## COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

## Attachment B: Room Use and Clean-Up Check List

CHECK-IN FORM

## Before Use Room Cleaning Checklist

Please acknowledge that food or drinks (water included) are prohibited in the schools main and sub-gymnasiums (West High, Tracy High, Kimball High, and McKinley Elementary) that have wood flooring. Custodian provides user with requested equipment only and does not assist with set-up or tear down unless for Tier 1. Room should be in the same shape as when entered. Chairs back on rack, etc. Organization is prohibited to staple, pin or hammer nails into any TUSD property (walls, equipment or structures). Facility User signs this form they are aware of the location of emergency exits and fire extinguishers upon arrival.

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

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

√Signature of Organization Group Representative: \_\_\_\_\_

√Signature of District Employee Opening Facility: \_\_\_\_\_

Actual time Custodian worked opening \_\_\_\_\_ Time Departed: \_\_\_\_\_

## CHECK CONDITION OF EACH ROOM/AREA BEFORE USE:

	Clean ↓	No Damage ↓	Exceptions Noted ↓
Cafeteria	( )	( )	( ) _____
Kitchen	( )	( )	( ) _____
Gymnasium	( )	( )	( ) _____
Multi-Purpose Room	( )	( )	( ) _____
Pool Area	( )	( )	( ) _____
Locker Room	( )	( )	( ) _____
Classroom	( )	( )	( ) _____
Fields	( )	( )	( ) _____
Rest Rooms	( )	( )	( ) _____
Parking Lots	( )	( )	( ) _____
_____	( )	( )	( ) _____
_____	( )	( )	( ) _____
_____	( )	( )	( ) _____

List approved Requested Equipment (tables, chairs, microphones, etc.).

Check Condition before use:

_____	( )	( )	( ) _____
_____	( )	( )	( ) _____
_____	( )	( )	( ) _____
_____	( )	( )	( ) _____
_____	( )	( )	( ) _____
_____	( )	( )	( ) _____

Describe check-in problems:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

## Attachment B: Room Use and Clean-Up Check List

CHECK-OUT FORM

## After Room Use and Cleaning Check List

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

Yes No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Decorations removed from all walls and ceilings and properly disposed of.  
Tables and chairs wiped off and stacked neatly on rack.  
All trash bagged and placed in the trashcans provided by the district.  
Rooms, hallways, and exterior of building cleaned of food and trash.  
Restroom trash disposed of in garbage cans; toilets flushed.  
Damage to facility, property or persons.

	Clean	No Damage	Exceptions Noted
Cafeteria	( )	( )	( ) _____
Kitchen	( )	( )	( ) _____
Gymnasium	( )	( )	( ) _____
Multi-Purpose Room	( )	( )	( ) _____
Pool Area	( )	( )	( ) _____
Locker Room	( )	( )	( ) _____
Classroom	( )	( )	( ) _____
Restrooms	( )	( )	( ) _____
Fields	( )	( )	( ) _____
Parking Lot	( )	( )	( ) _____

Check Equipment Condition after use:

_____	( )	( )	( ) _____
_____	( )	( )	( ) _____
_____	( )	( )	( ) _____
_____	( )	( )	( ) _____

Describe check-out problems:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

√Signature of Organization Group Representative: \_\_\_\_\_

√Signature of District Employee Opening Facility: \_\_\_\_\_

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

Actual time Custodian worked Closing \_\_\_\_\_ Time Departing: \_\_\_\_\_

\*Check-in/Out form must be attached to time sheet for approval\*

Return to DEC-Facility Use Department or Fax# 830-3259 (report all problems within 24-48 hours)

For Additional Overtime Authorization: THS Maint Sup: 321-0349, WHS Maint Supv: 321-3625,

KHS Maint Supv: 321-3700, Director Maintenance: 321-0469

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

### **IN-KIND SERVICES**

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

In-Kind Services and improvements to outside fields, which mitigate the wear and tear on, or improve the maintenance of those fields, may be accepted in lieu of fees with prior written approval of this committee. In-kind payment requests must include a letter detailing the in-kind services to be offered, the benefit to the school district, and a completed attachment D F. The district shall notify the local CSEA bargaining group in writing of all such projects a minimum of ten (10) working days prior to the implementation of the work.

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

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

### **Record Retention**

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

### **Reports Required**

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

### **Approved by Administrator of Division**

Associate Superintendent for Business Services

TUSD Acknowledged: August 23, 2011

## COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

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

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

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

## DISTRICT APPROVALS (for office use only):

Director of Building/Maintenance/Facility Use	√	Date
Director of Facilities	√	Date
Principal	√	Date
CSEA Union	√	Date
Associate Superintendent of Business Services	√	Date
Board Approved		Date
Facility Use Department – Verify Receipts	√	Date

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

Tracy Unified School District recognizes that its facilities are public buildings available to the community for rental when school is not in session. Therefore, pursuant to Education Code, Sections 10900-10914.5 and 38130-38138, the Tracy Unified School District shall make facilities under its jurisdiction available as a civic center to citizen and community groups under the terms and conditions established in Administrative Regulations.

Members of our community must submit a Facility Use Application to the district office as a request to rent a school or district facility. Facility Use Applications must be submitted at least 30 days in advance for review. Insurance requirements must be met for the district to consider a Facility Use Application. The district may charge renters a fee to recover the costs of related staff time, utility costs, wear and tear of the facilities, etc.

**Legal References:**

EDUCATION CODE:

10900-10914.5

Community Recreation Programs

38130-38138

Civic Center Act: use of school property for public purposes

HEALTH AND SAFETY CODE

104420

Implementation of tobacco use prevention program

**ADOPTED: October 26, 2004**



# BUSINESS SERVICES MEMORANDUM

**TO:** James Franco, Superintendent  
**FROM:** Casey Goodall, Associate Superintendent for Business Services  
**DATE:** November 8, 2011  
**SUBJECT:** Consider Claim No. 3-1112 TUSD

**BACKGROUND:** On or about November 3, 2011, a claim was received by the Tracy Unified School District in which the claimant, by and through his parents and guardians, stated that a loss or injury occurred on or about September 21, 2011. The alleged injury/incident occurred while claimant was engaged in a sporting activity on the field at George Kelly School. The District's insurance providers reviewed the claim and determined:

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

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

The amount of the claim is uncertain, and is described as "open, not available".

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

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

**RECOMMENDATION:** Deny Claim No. 3-1112 TUSD

Prepared by: Casey Goodall, Associate Superintendent for Business Services



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** December 2, 2011  
**SUBJECT:** Certify 2011-2012 Fiscal Year First Interim Report

**BACKGROUND:** Education Code Section 42130 and 42131 require that the superintendent of each school district shall submit two reports to the governing board of the district during each fiscal year. The first report shall cover the financial and budgetary status of the district for the period ending October 31. The second report shall cover the period ending January 31. Both reports shall be approved by the district governing board no later than 45 days after the close of the period being reported. All reports required by this subdivision shall be in a format or on forms prescribed by the Superintendent of Public Instruction, and shall be based on standards and criteria for fiscal stability adopted by the State Board of Education pursuant to Section 33127. The reports, and supporting data, shall be maintained and made available by the school district for public review.

The governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether or not the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year.

In addition to the AB1200 oversight responsibilities generated in 1992, additional oversight responsibilities were added in 2004 with AB2756 requiring the San Joaquin County Office of Education added an additional requirement that the Tracy Unified School District board review the assumptions supporting the multiple year projections. The review associated with these two levels of review will be included with the First Interim Report document.

While labor negotiations have been completed for the year, it should be noted that the district is experiencing declining enrollment of approximately 75 students per year.

An additional concern is that the budget adopted by the legislature for the year includes triggers which would lead to reductions in current year funding. A November report from the Legislative analyst suggested that conditions are such that K-12 school districts should expect the triggers to be activated. A second report is expected from the California Director of Finance on December 15<sup>th</sup>, which is the second of the two reports that inform the decision to activate the triggers.

Based on current assumptions, which include an assumption that triggers will NOT be activated, the First Interim Report confirms a positive review in which the district will be able to meet current obligations for the current and two subsequent fiscal years.

**FUNDING:** The first interim report generates no cost. It is merely a reporting of all projected revenues and expenses in the current and next two fiscal years. This report and the actions required to implement the changes will ensure the district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent three fiscal years.

**RECOMMENDATION:** Certify 2011-2012 Fiscal Year First Interim Report.

**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:** December 2, 2011  
**SUBJECT:** Adopt Resolution 11-11, Procedures under Public Contract Code Section 22000

**BACKGROUND:** There is a provision in the Public Contract Code that allows public entities to raise the bid requirement for labor and materials on new construction, reconstruction, erection, alteration, renovation, improvement, demolition, repair, painting and repainting projects from \$125,000 or less to \$187,500 or less and may be periodically increased by the Secretary of State. The Code sections also increases the "force account" which is the value of the work District employees are allowed to perform on new construction, reconstruction, erection, alteration, renovation, improvement, demolition, repair, painting and repainting projects, from \$7,500 to \$45,000. For a school district to become eligible to utilize the alternative procedures they need an approved Board Resolution and must also send notification to the State Controller that the District has elected to become subject to the California Uniform Public Construction Commission's Cost Accounting Policy and Procedures (CUPCCCAPP) as noted in Public Contract Code Sections 22030-22045.

Once this resolution and Board Policy 3310 are adopted, the District must advertise annually for trade contractors in a newspaper of general circulation and in two trade publications. The District is required to keep a list of qualified contractors identified by trade categories. All contractors will be mailed notices inviting informal bids for work in their identified category. The District may notice other contractors in addition to those on the maintained list and also contact any contractor when there are no contractors listed for the particular trade category.

**RATIONALE:** Adopting the CUPCCCAPP to raise the bid limits will allow the District to secure labor and materials in a cost effective, less labor intensive and time consuming manner. The procedure can be used on a number of upcoming portable installations in addition to a number of deferred maintenance projects.

**FUNDING:** No funding implications

**TIMING:** Effective 30 days following adoption.

**RECOMMENDATIONS:** Adopt Resolution 11-11, Procedures under Public Contract Code Section 22000

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





## **TRACY UNIFIED SCHOOL DISTRICT**

### **RESOLUTION NO. 11-11**

#### **Adopt Procedures Under Public Contract Code Section 22000**

**WHEREAS**, prior to the passage of Assembly Bill No. 1666 Chapter 1054 Statue 1983, which added Chapter 2 commencing with Section 22000 to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work preformed or contracted by local public agencies; and

**WHEREAS**, Public Contract Code Section 22000 et seq., the Uniform Public Construction Cost Accounting Act, establishes such a uniform cost accounting standard; and

**WHEREAS**, the Commission established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects; and

**WHEREAS**, public projects, as defined by the Act and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in Section 22-32, et seq., of the Public Contract Code; and

**WHEREAS**, a list of contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

**WHEREAS**, a notice inviting informal bids shall be mailed to all contractors for the category of work bid off the list developed in accordance with Public Contract Code Section 22034 and to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Public Contract Code Section 22036. Additional Contractors and/or construction trade journals may be notified at the discretion of the District provided however: If there is no list of qualified contractors maintained by the District for the particular category of work to be performed, the notice inviting bids will be sent only to the construction trade journals specified by the Commission or if the product or service is proprietary in nature

such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors; and

**NOW THEREFORE, BE IT RESOLVED** that the Tracy Unified School District's Board of Education hereby adopts the Uniform Public Construction Cost Accounting Act: and

**BE IT FURTHER RESOLVED** as of July 25, 2011 California Assembly Bill 943, Chapter 110 amends Public Contract Code Section 22034 to allow public entities to raise the bid requirement from \$125,000 or less to \$175,000 or less for all public works projects as an informal bid which includes labor and materials on new construction, reconstruction, erection, alteration, renovation, improvement, demolition, repair, painting and repainting projects and may be periodically increased by the Secretary of State. The bid amount may be raised to \$187,500 or less with additional Board Approval as set forth in Public Contract Code Section 22034(f); and

**BE IT FURTHER RESOLVED** the District will maintain a list of qualified contractors categorized by trade; and a notice inviting bids will be mailed to all contractors and trade journals on the list for the category of work being bid.

**PASSED AND ADOPTED** this 12<sup>th</sup> Day of December, 2011.

AYES :

ABSENT:

NOES:

ABSTAIN:

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Clerk of the Board of Education  
Tracy Unified School District



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent of Business Services  
**DATE:** December 5, 2011  
**SUBJECT:** Accept the Annual Report on the Collection and Expenditure of Development Fees for Fiscal Year 2010/11

**BACKGROUND:** Effective January 1, 1997, SB 1693 amended the Government Code to add additional reporting requirements regarding development fees which are assessed on new development to mitigate the impact of that development on school facilities.

**RATIONALE:** The attached reports reflect the status of Development Fee funds in accordance with SB 1693.

Although it appears that mitigation payments are exempt from the annual reporting requirements of GC 66006(b)(1), since they are special taxes and not a "fee", they are included in the report in order to show a complete picture.

**FUNDING:** Fund 25-9019: Developer Fees; Fund 25-9011: Mitigation; Fund 25-9012: Mountain House Mitigation

**RECOMMENDATION:** Accept the Annual Report on the Collection and Expenditure of Development Fees for Fiscal Year 2010/11

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

**Tracy Joint Unified School District  
Mitigation Fund  
25-9011  
June 30, 2011**

<b>Beginning Balance</b>	<b>\$</b>	<b>925,405.65</b>
<b>Revenue</b>		
Fees Collected	<b>\$</b>	<b>305,356.00</b>
Interest Earned/Misc.		<b>5,880.72</b>
		<hr/>
<b>Total Revenue</b>	<b>\$</b>	<b>311,236.72</b>
<b>Expenditures</b>		
Building Improvements		
New Construction		
Kimball High School	<b>\$</b>	<b>(1,000,000.00)</b>
Relocatables		
Kimball HS (4) Relocatables		<b>190,248.00</b>
West HS Site Restoration of Portables		<b>16,289.00</b>
		<hr/>
<b>Total Expenditures</b>	<b>\$</b>	<b>(793,463.00)</b>
<b>Ending Fund Balance</b>	<b>\$</b>	<b><u>2,030,105.37</u></b>

**Tracy Joint Unified School District**  
**Mountain House Fund**  
**25-9012**  
**June 30, 2011**

<b>Beginning Balance</b>	<b>\$</b>	<b>7,162,842.18</b>
<b>Revenue</b>		
Fees Collected	\$	755,835.46
Interest Earned/Misc.		<u>42,734.73</u>
<b>Total Revenue</b>	<b>\$</b>	<b>798,570.19</b>
<b>Expenditures</b>		
Administrative	\$	<u>22,755.06</u>
<b>Total Expenditures</b>	<b>\$</b>	<b>22,755.06</b>
<b>Ending Fund Balance</b>	<b>\$</b>	<b><u>7,938,657.31</u></b>

**Tracy Joint Unified School District  
Developer Fee Fund  
25-9019  
June 30, 2011**

<b>Beginning Balance</b>	<b>\$</b>	<b>595,086.35</b>
<b>Revenue</b>		
Fees Collected	<b>\$</b>	<b>79,128.36</b>
Interest Earned/Misc.		<b>2,617.51</b>
		<hr/>
<b>Total Revenue</b>	<b>\$</b>	<b>81,745.87</b>
<b>Expenditures</b>		
Building Improvements		
Relocatables		
Kimball HS (4) Relocatables	<b>\$</b>	<b>507,361.92</b>
Rents		<b>30,968.69</b>
Administrative		<b>19,000.00</b>
		<hr/>
<b>Total Expenditures</b>	<b>\$</b>	<b>557,330.61</b>
<b>Ending Fund Balance</b>	<b>\$</b>	<b><u>119,501.61</u></b>

**Tracy Unified School District  
Summary of Cash Flow  
Facilities Planning-Developer Fees  
(2011 \$'s)**

Sources of Cash	Prior	2010/11	2011/12	2012/13	2013/14+	TOTAL
Interest		\$ 50,230	\$ 5,000	\$ 25,000	\$ 25,000	\$ 105,230
Misc. Revenue		\$ 1,003	\$ 94,000			\$ 95,003
State Bond Revenue					\$ 2,450,000	\$ 2,450,000
Unrestricted Facilities Fund			\$ -	\$ -	\$ -	\$ -
Mitigation/Developer Fees		\$ 1,140,320	\$ 350,000	\$ 500,000	\$ 1,000,000	\$ 2,990,320
Total Sources	\$ -	\$ 1,191,553	\$ 449,000	\$ 525,000	\$ 3,475,000	\$ 5,640,553

**Uses of Cash**

Capital Project Expd		\$ 2,578,108	\$ 8,313,657	\$ -	\$ -	\$ 10,891,765
Administration/Misc	\$ -	\$ 66,258	\$ 25,000	\$ 25,000	\$ 55,000	\$ 171,258
Total Uses	\$ -	\$ 2,644,366	\$ 8,338,657	\$ 25,000	\$ 55,000	\$ 11,063,023

<b>NET CASH FLOW</b>	<b>\$ -</b>	<b>\$ (1,452,813)</b>	<b>\$ (7,889,657)</b>	<b>\$ 500,000</b>	<b>\$ 3,420,000</b>	<b>\$ (5,422,470)</b>
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*Beginning Balance	\$ -	\$ 11,541,077	\$ 10,088,264	\$ 2,198,607	\$ 2,698,607	\$ 2,698,607
Ending Balance	\$ 11,541,077	\$ 10,088,264	\$ 2,198,607	\$ 2,698,607	\$ 6,118,607	\$ 6,118,607

State Bond Revenue	2007/08	2008/09	2009/10	2010/11	2011/12+	TOTAL
New Construction						
Kimball High School	\$ 34,950,936	\$ 1,495,297			\$ 2,450,000	\$ 38,896,233
Total State Bond Revenue	\$ 34,950,936	\$ 1,495,297	\$ -	\$ -	\$ 2,450,000	\$ 38,896,233

**Tracy Unified School District**  
**Summary of Projected Capital Projects-Developer Fees**  
**(2010 \$'s)**  
**TUSD District Facilities**

PROJECTS	Prior Years	2010/11	2011/12	2012/13	2013/14+	TOTAL
New Construction						
Kimball Classroom Conversion			\$ 125,000			
Kimball Portable Project (4)	\$ 96,866	\$ 697,610				\$ 794,475
Kimball High School	\$ 83,557,433	\$ 1,857,743	\$ 250,000	\$ -		\$ 85,665,176
Mountain House HS (Lammersville)		\$ 22,755	\$ 7,938,657			\$ 7,961,412
<b>TOTAL NEW CONSTRUCTION</b>	<b>\$ 83,654,298.29</b>	<b>\$ 2,578,108.15</b>	<b>\$ 8,313,657.31</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 94,421,063.75</b>
Administration		\$ 19,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 94,000
Misc./Interim Housing		\$ 47,258	\$ 25,000	\$ 27,000	\$ 30,000	\$ 129,258
<b>TOTAL MISC/ADMINISTRATION</b>	<b>\$ -</b>	<b>\$ 66,257.69</b>	<b>\$ 50,000.00</b>	<b>\$ 52,000.00</b>	<b>\$ 55,000.00</b>	<b>\$ 223,257.69</b>
<b>TOTAL PROJECTS</b>	<b>\$ 83,654,298</b>	<b>\$ 2,644,366</b>	<b>\$ 8,363,657</b>	<b>\$ 52,000</b>	<b>\$ 55,000</b>	<b>\$ 94,644,321</b>



**Tracy Unified School District  
Summary of Cash Flow-Measure E  
Facilities Planning  
(2011 \$'s)**

<b>Sources of Cash</b>	<b>Prior</b>	<b>2010/11</b>	<b>2011/12</b>	<b>2012/13</b>	<b>2013/14+</b>	<b>TOTAL</b>
Interest	\$ 2,327,725	\$ 81,994.70	\$ 25,000	\$ 25,000	\$ 50,000	\$ 2,509,720
Redevelopment	\$ 882,771	\$ 376			\$ -	\$ 883,147
State Bond Proceeds	\$ 19,481,667	\$ 10,134,013		\$ 8,552,752		\$ 38,168,432
Local Bond Proceeds	\$ 51,000,000	\$ -	\$ -			\$ 51,000,000
Misc. Revenue	\$ 1,298,144	\$ 448,816	\$ -	\$ -	\$ -	\$ 1,746,960
Unrestricted Facilities Fund	\$ 679,759	\$ -	\$ -	\$ -	\$ -	\$ 679,759
<b>Total Sources</b>	<b>\$ 75,670,067</b>	<b>\$ 10,665,199</b>	<b>\$ 25,000</b>	<b>\$ 8,577,752</b>	<b>\$ 50,000</b>	<b>\$ 94,988,018</b>

**Uses of Cash**

Capital Project Expd	\$ 32,727,086	\$ 1,965,916	\$ -	\$ 2,343,938	\$ -	\$ 37,036,939
Modernization Expd	\$ 28,063,894	\$ 10,131,295	\$ 2,459,986	\$ 12,689,436	\$ 2,419,358	\$ 55,763,969
Administration/Contingency	\$ 159,762	\$ 12,349	\$ 15,000	\$ 50,000	\$ 1,950,000	\$ 2,187,111
<b>Total Uses</b>	<b>\$ 60,950,741</b>	<b>\$ 12,109,560</b>	<b>\$ 2,474,986</b>	<b>\$ 15,083,374</b>	<b>\$ 4,369,358</b>	<b>\$ 94,988,019</b>

<b>NET CASH FLOW</b>	<b>\$ 14,719,325</b>	<b>\$ (1,444,360)</b>	<b>\$ (2,449,986)</b>	<b>\$ (6,505,622)</b>	<b>\$ (4,319,358)</b>	<b>\$ (0)</b>
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*Beginning Balance	\$ -	\$ 14,719,325	\$ 13,274,965	\$ 10,824,979	\$ 4,319,358	\$ 4,319,358
Ending Balance	\$ 14,719,325	\$ 13,274,965	\$ 10,824,979	\$ 4,319,358	\$ (0)	\$ (0)

**Tracy Unified School District**  
**Summary of Projected Capital Projects-Measure E**  
**(2011 \$'s)**  
**TUSD District Facilities**

PROJECTS	Prior Years	2010/11	2011/12	2012/13	2013/14+	TOTAL
<b>New Construction</b>						
Tracy High School Demo	\$ 574,362					\$ 574,362
Tracy High School New Clrm Bldg	\$ 19,807,084					\$ 19,807,084
West High School Stadium	\$ 6,584,959	\$ 360		\$ 30,000		\$ 6,615,319
West High School Pool	\$ 5,444,959		\$ -	\$ 15,000		\$ 5,459,959
West High School Theater	\$ 315,720	\$ 1,965,556		\$ 2,298,938		\$ 4,580,214
<b>TOTAL NEW CONSTRUCTION</b>	<b>\$ 32,727,085.77</b>	<b>\$ 1,965,915.62</b>	<b>\$ -</b>	<b>\$ 2,343,937.60</b>	<b>\$ -</b>	<b>\$ 37,036,938.99</b>
<b>Modernizations</b>						
THS Science Building	\$ 5,767,871					\$ 5,767,871
THS Misc Projects	\$ 138,747			\$ 268,211		\$ 406,958
THS Misc Projects (Land Acq)		\$ 975	\$ 5,000			\$ 5,975
THS Misc Projects (Fire/Intrusion)		\$ 417,154	\$ 237,123			\$ 654,278
THS Misc Projects (Exterior Painting)		\$ 76,874	\$ 31,088			\$ 107,962
THS HVAC	\$ 1,533,953	\$ 376		\$ -	\$ -	\$ 1,534,329
THS CTE Computer Hdw/Industrial	\$ 1,377,425	\$ 250				\$ 1,377,676
THS CTE Auto Maint. Program Shop	\$ 2,206,865	\$ 3,124				\$ 2,209,989
THS Ag Shop & Weight Rm	\$ 115,030	\$ -				\$ 115,030
THS Architectural Program	\$ 15,590	\$ -				\$ 15,590
THS Library Classroom Building	\$ 7,925,540	\$ 5,005,054	\$ 4,526			\$ 12,935,120
THS Cafeteria/FEAST/Child Dev/Mu	\$ 8,820,558	\$ 4,610,871	\$ 27,248			\$ 13,458,677
THS Master Planning	\$ 162,315	\$ -	\$ 5,000	\$ 5,000		\$ 172,315
THS Stadium		\$ 16,618	\$ 2,150,000	\$ 8,416,225	\$ 167,157	\$ 10,750,000
Measure E Priority Projects				\$ 4,000,000	\$ 2,252,201	\$ 6,252,201
<b>TOTAL MODERNIZATION</b>	<b>\$ 28,063,893.57</b>	<b>\$ 10,131,295.22</b>	<b>\$ 2,459,985.70</b>	<b>\$ 12,689,436.24</b>	<b>\$ 2,419,358.00</b>	<b>\$ 55,763,968.73</b>
<b>Administration</b>	<b>\$ 159,762</b>	<b>\$ 12,349</b>	<b>\$ 15,000</b>	<b>\$ 50,000</b>	<b>\$ 150,000</b>	<b>\$ 387,111</b>
<b>Contingency</b>					<b>\$ 1,800,000</b>	<b>\$ 1,800,000</b>
<b>TOTAL CONTIGENCY/ADMINISTRATION</b>	<b>\$ 159,762.09</b>	<b>\$ 12,349.02</b>	<b>\$ 15,000.00</b>	<b>\$ 50,000.00</b>	<b>\$ 1,950,000.00</b>	<b>\$ 2,187,111.11</b>
<b>TOTAL BOND PROJECTS</b>	<b>\$ 60,950,741</b>	<b>\$ 12,109,560</b>	<b>\$ 2,474,986</b>	<b>\$ 15,083,374</b>	<b>\$ 4,369,358</b>	<b>\$ 94,988,019</b>

**Tracy Unified School District  
Summary of Cash Flow  
Facilities Planning-Measure S  
(2011 \$'s)**

Sources of Cash	Prior	2010/11	2011/12	2012/13	2013/14+	TOTAL
Interest	\$ 89,798	\$ 68,074	\$ 50,000	\$ 25,000	\$ 25,000	\$ 257,872
Redevelopment	\$ 859,004	\$ 492,659	\$ 475,000	\$ 475,000	\$ 475,000	\$ 2,776,663
State Bond Proceeds		\$ -	\$ -	\$ 4,492,228	\$ 4,874,238	\$ 9,366,466
Local Bond Proceeds	\$ 12,000,000	\$ 25,154,748	\$ -	\$ 388,729	\$ 9,100,000	\$ 46,643,477
Misc. Revenue	\$ -	\$ 500				\$ 500
Unrestricted Facilities Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deferred Maintenance	\$ 2,566,534				\$ -	\$ 2,566,534
<b>Total Sources</b>	<b>\$ 15,515,337</b>	<b>\$ 25,715,980</b>	<b>\$ 525,000</b>	<b>\$ 5,380,957</b>	<b>\$ 14,474,238</b>	<b>\$ 61,611,512</b>

**Uses of Cash**

Capital Project Expd	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Modernization Expd	\$ 3,044,511	\$ 4,043,499	\$ 25,529,501	\$ 23,627,377	\$ 6,829,414	\$ 63,074,302
Administration/Contingency	\$ 22,487	\$ 12,433	\$ 25,000	\$ 25,000	\$ 1,900,000	\$ 1,984,920
<b>Total Uses</b>	<b>\$ 3,066,998</b>	<b>\$ 4,055,932</b>	<b>\$ 25,554,501</b>	<b>\$ 23,652,377</b>	<b>\$ 8,729,414</b>	<b>\$ 65,059,222</b>

<b>NET CASH FLOW</b>	<b>\$ 12,448,339</b>	<b>\$ 21,660,048</b>	<b>\$ (25,029,501)</b>	<b>\$ (18,271,420)</b>	<b>\$ 5,744,824</b>	<b>\$ (3,447,710)</b>
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*Beginning Balance	\$ -	\$ 12,448,339	\$ 34,108,386	\$ 9,078,885	\$ (9,192,534)	\$ (9,192,534)
Ending Balance	\$ 12,448,339	\$ 34,108,386	\$ 9,078,885	\$ (9,192,534)	\$ (3,447,710)	\$ (3,447,710)

**Tracy Unified School District**  
**Summary of Projected Capital Projects-Measure S**  
**(2011 \$'s)**  
**TUSD District Facilities**

PROJECTS	Prior Years	2010/11	2011/12	2012/13	2013/14+	TOTAL
New Construction						
<b>TOTAL NEW CONSTRUCTION</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Modernizations						
7726 Central School Modernization	\$ 72,081	\$ -	\$ -	\$ 324,805	\$ 6,819,414	\$ 7,216,300
7717 McKinley School Modernization	\$ 366,667	\$ 706,560	\$ 6,065,927	\$ 772,974		\$ 7,912,128
7745 Monte Vista School Modernization	\$ 853,852	\$ 1,123,042	\$ 13,430,024	\$ 983,121		\$ 16,390,039
7735 North School Modernization	\$ 75,311	\$ 358,637	\$ 18,036	\$ 5,739,950		\$ 6,191,934
7740 South West Park School Modernizat	\$ 76,902	\$ -	\$ 124,471	\$ 13,062,528		\$ 13,263,901
Technology	\$ 955	\$ 1,008	\$ 2,500	\$ 5,000	\$ 10,000	\$ 19,462
7760 VoIP	\$ 60,500	\$ -				\$ 60,500
7761 UPS	\$ 154,778	\$ 133,478	\$ 50,000			\$ 338,256
7762 Network Equipment	\$ 501,420	\$ -	\$ 750,000			\$ 1,251,420
7763 Servers	\$ 253,985	\$ 260,807	\$ 75,000			\$ 589,792
7764 Clocks/Bells/Speakers	\$ 24,795	\$ 19,130				\$ 43,925
7766 Surveillance	\$ 35,156	\$ 397,359	\$ 1,380,047			\$ 1,812,562
7767 Racks/Infrastructure	\$ 40,439	\$ 732,402	\$ 1,125,689	\$ 282,739		\$ 2,181,269
7765 Technology Security		\$ -		\$ 880,000		\$ 880,000
7769 Wireless Access		\$ 241,075	\$ 150,000			\$ 391,075
7768 Polevault Projection Systems		\$ 32,825	\$ 75,000			\$ 107,825
7770 A/C Rooms		\$ 11,674	\$ 76,914			\$ 88,588
Contingency/Soft Costs				\$ 1,335,326		\$ 1,335,326
Charter School	\$ 19,859	\$ 24,249	\$ 1,955,893			\$ 2,000,000
Relocatable Moves	\$ 507,812	\$ 1,254	\$ 250,000	\$ 240,934		\$ 1,000,000
<b>TOTAL MODERNIZATION</b>	<b>\$ 3,044,511.30</b>	<b>\$ 4,043,499.40</b>	<b>\$ 25,529,501.10</b>	<b>\$ 23,627,376.67</b>	<b>\$ 6,829,414.00</b>	<b>\$ 63,074,302.47</b>
Administration	\$ 22,487	\$ 12,433	\$ 25,000	\$ 25,000	\$ 100,000	\$ 184,920
Contingency					\$ 1,800,000	\$ 1,800,000
<b>TOTAL CONTINGENCY/ADMINISTRATION</b>	<b>\$ 22,486.93</b>	<b>\$ 12,432.96</b>	<b>\$ 25,000.00</b>	<b>\$ 25,000.00</b>	<b>\$ 1,900,000.00</b>	<b>\$ 1,984,919.89</b>
<b>TOTAL BOND PROJECTS</b>	<b>\$ 3,066,998</b>	<b>\$ 4,055,932</b>	<b>\$ 25,554,501</b>	<b>\$ 23,652,377</b>	<b>\$ 8,729,414</b>	<b>\$ 65,059,222</b>



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** December 2, 2011  
**SUBJECT:** Adopt Revised Board Policy and Acknowledge Administrative Regulation 4156.2 Certificated and 4256.2 Classified, Governing Board's Recognition of Employees (2nd Reading)

**BACKGROUND:** In accordance with Education and Government Codes, Boards of Education are required to maintain policies and regulations providing direction and oversight to the school District. The Board Policy and Administrative Regulation 4156.2 Certificated and 4256.2 Classified, Governing Board's Recognition of Employees needs to be revised and updated to accurately reflect changes and the addition of the Superintendent's Diversity & Equity Committee Employee Award & Recognition Program.

**RATIONALE:** Periodically it is necessary to review and revise the District's policies and regulations maintaining them current with legislation, and education and government codes. In addition, at times it is necessary to revise policies and regulations to make language clearer, more precise and to make additions to existing policies. The Board Policy and Administrative Regulation 4156.2 Certificated and 4256.2 Classified, Governing Board's Recognition of Employees was last updated in 1997. This agenda item meets Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff and Strategic Goal #6: Develop and Support a high performing workforce.

**FUNDING:** None

**RECOMMENDATION:** Adopt Revised Board Policy and Acknowledge Administrative Regulation 4156.2 Certificated and 4256.2 Classified, Governing Board's Recognition of Employees (2nd Reading)

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

**GOVERNING BOARD'S RECOGNITION OF EMPLOYEES**

The Governing Board encourages recognition of meritorious service performed by employees or groups of employees of the District who:

- by exemplary service during extended periods of time in District service have contributed to the improvement of effectiveness of the District's educational programs; consistent, long-term, meritorious service; special service to students; or
- by superior accomplishments, make exceptional contributions to the effectiveness, efficiency, economy, or improvements in District operations; introduction of special programs; leadership in District programs; or
- perform special acts or services in the public interest; exceptional service to the community; or
- propose ideas or procedures which implemented result in eliminating or reducing District expenditures, or improve the efficiency of District operations.
- **exemplify the spirit of the District's Multicultural Education Board Policy.**

The Governing Board authorizes the Superintendent or designee to recommend such employees proposed by the Awards Selection Committee to the Board for recognition and to be recipients of service pins, plaques and/or certificates as the Superintendent deems appropriate. In addition, the Superintendent may recognize other employees for years of service by presenting them with service pins, plaques and/or certificates as the Superintendent deems appropriate.

Legal reference:

**EDUCATION CODE**

35160	Authority of Governing Boards
35160.1	Board authority of school districts
35161	Powers and duties generally
44015	Awards to Employees

Policy Adopted:

HS BD: 11/20/85

EL BD: 7/6/82

Policy Revised:

HS BD: 8/25/92; 10/27/92; 2/28/95

EL BD: 10/13/92; 3/14/95

Joint Board: 2/25/97

**GOVERNING BOARD'S RECOGNITION OF EMPLOYEES**

**A. Purpose and Scope**

To provide guidance and direction for District personnel regarding recognition of meritorious services performed by employees or groups of employees of the District. Also, to provide guidance and direction for District personnel regarding the nomination process, screening, and selection criteria of the Superintendent's Diversity & Equity Committee's Employee Award & Recognition Program.

**B. General**

Certificated and classified employees may receive recognition for exceptional, notable or superior achievements who:

1. by exemplary service during extended periods of time in District service have contributed to the improvement of effectiveness of the District's educational programs; consistent, long-term, meritorious service; special service to students; or
2. by superior accomplishments; make exceptional contributions to the effectiveness, efficiency, economy, or improvements in District operations; introduction of special programs; leadership in District programs; or
3. perform special acts or services in the public interest; exceptional service to the community; or
4. propose ideas or procedures which implemented result in eliminating or reducing District expenditures, or improve the efficiency of District operations.
5. **exemplify the spirit of the District's Multicultural Education Board Policy.**

**C. Forms Used and Additional References**

**Employee of the Term Nomination Form**

**Diversity & Equity Staff Recognition Award Nomination Form**

**D. Procedure – Employee of the Term**

**1. Eligible Recipients**

All Tracy ~~Public Schools~~<sup>2</sup> Unified School District employees or groups of employees.

## GOVERNING BOARD'S RECOGNITION OF EMPLOYEES (continued)

2. Nomination Process

- a. Given three (3) times each year to both a classified and certificated employee at the K-5, 6-8 and 9-12 levels. May also be awarded to a ~~Leadership~~ **Certificated** Management, Classified Management, and Classified Confidential employee or a group of employees who share a common goal. **The Committee may choose to make no selection.**
- b. One award will be presented for service in the fall term, winter term, and spring term. One of the three employees from each group will be selected in May as "Employee of the Year."
- c. All nominations are to be sent to the ~~Associate~~ **Assistant** Superintendent for **Educational Services and Human Resources.**
- d. Any Tracy ~~Public Schools'~~ **Unified School District** Employee may nominate any other eligible Tracy ~~Public Schools'~~ **Unified School District** employee(s) or group of employees.
- e. All nominations must be received by the deadline established by the Human Resources **Department Office** for each term.

3. Awards Selection Committee Constituency

The committee, which changes from year to year, shall be comprised of six individuals as follows: ~~One Two~~ from each the District's Certificated Staff; ~~One Two~~ from each the District's Classified Staff; ~~One Two~~ from each the District's **Administrative Management** Staff or if unified, two from each category.

4. Selection Criteria

- a. Consistent, long-term, meritorious service
- b. Introduction of special programs
- c. Leadership in District programs
- d. Special service to students
- e. Exceptional service to the community
- f. **Has not been selected in the last five years**
- f. g. In recognizing groups, selection will be based on the merits of the project.

5. Recognition

- a. Presented with certificate at a public school board meeting.
- b. A picture of the certificated and classified employee will be displayed in the ~~Central office~~ **District Education Center** for the following term. For group awards, a group picture will be taken and displayed at the site.



**GOVERNING BOARD'S RECOGNITION OF EMPLOYEES (continued)**

- ~~e. Employee's name will be placed on a perpetual plaque. For group awards, a plaque will be prepared and displayed at the appropriate site.~~
- d. Luncheon with the Superintendent and Cabinet for individual award winners.
- ~~e. Recognition in local newspapers.~~

**Procedures – Superintendent's Diversity & Equity Committee Employee Award & Recognition Program**

**1. Eligible Recipients**

All Tracy Unified School District employees or groups of employees.

**2. Nomination Process**

- a. Tri-annually, TUSD employees will be notified electronically (via email) as nomination forms are made available;
- b. The Multicultural Education Board Policy 6146.6, shall be posted on the TUSD portal for access by all employees of the District.
- c. Employees may complete a nomination form and submit it to the Human Resources Department by the specified deadline.
- d. Awards will be presented for service in the fall term, winter term, and spring term.
- e. Any Tracy Unified School District employee may nominate any other eligible Tracy Unified School District employee(s) or group of employees.
- f. Members of the Superintendent's Diversity & Equity Committee may nominate candidates for an award. Committee members may not vote for a candidate they have nominated.
- g. All nominations must be received by the deadline established by the Human Resources Department for each term.

**GOVERNING BOARD'S RECOGNITION OF EMPLOYEES (continued)**

**2.     Screening Process**

- a.     Nominations are forwarded from the Human Resources Department to the Chairperson of the Superintendent's Diversity & Equity Committee.
- b.     The Superintendent's Diversity & Equity Committee shall meet to review nominations and make recommendations at their regularly scheduled Committee meetings. The Committee may determine an award recipient from one or more of the following categories: classified, certificated and management. The Committee may choose to make no selection.
- d.     Nominated candidates will remain in the nomination pool for the remainder of the school year.

**3.     Selection Criteria**

- a.     Nominees shall be evaluated based on the following rubric. The nominee's activity, program, or endeavor must meet at least four (4) out of eight (8) criteria to be considered for an award:
  - 1)     Integrates multiculturalism into the curriculum by reflecting the perspectives, experiences, historical events, and achievements of our diverse student population represented in our community.
  - 2)     Demonstrates a commitment toward the educational advancement of underrepresented students.
  - 3)     Ensures that our diverse student population is represented in District activities and special programs.
  - 4)     Fosters a climate that promotes the awareness and pride of one's own identity and heritage and respect for the identity and heritage of others.
  - 5)     Promotes respect of others by modeling acceptance and inclusion of diverse groups.

**GOVERNING BOARD'S RECOGNITION OF EMPLOYEES (continued)**

- 6) Engages in recruitment practices, both formal and informal that results in the hiring of a more diverse workforce reflective of our student population.
- 7) Promotes equity, fairness and inclusion for all Tracy Unified School District community members.
- 8) Develops strong community partnerships to ensure success of our diverse student population.

**5. Recognition**

- a. The Chairperson of the Superintendent's Diversity & Equity Committee shall prepare the board agenda item.
- b. The recipients shall be presented with a certificate at a public school board meeting.
- c. A picture of the employee will be displayed in the District Education Center for the following term. For group awards, a group picture will be taken and displayed at the site.

**E. Reports Required**  
None

**F. Record Retention**  
Agenda Items

**G. Responsible Administrative Unit**  
Human Resources

**H. Approved By**  
Associate Assistant Superintendent for Educational Services and Human Resources

Regulation Adopted:

HS BD: 2/16/84

EL BD: 2/14/84

Regulation Revised:

HS BD: 3/21/89; 8/25/92; 10/27/92; 2/28/95

EL BD: 4/11/89; 10/13/92; 3/14/95

Joint Board: 2/25/97

**GOVERNING BOARD'S RECOGNITION OF EMPLOYEES**

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## **GOVERNING BOARD'S RECOGNITION OF EMPLOYEES**

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### **C. Forms Used and Additional References**

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**Diversity & Equity Staff Recognition Award Nomination Form**

### **D. Procedure – Employee of the Term**

1. Eligible Recipients  
All Tracy Public Schools' Unified School District employees or groups of employees.

**GOVERNING BOARD'S RECOGNITION OF EMPLOYEES (continued)**2. Nomination Process

- a. Given three (3) times each year to both a classified and certificated employee at the K-5, 6-8 and 9-12 levels. May also be awarded to a **Leadership Certificated** Management, Classified Management, and Classified Confidential employee or a group of employees who share a common goal. **The Committee may choose to make no selection.**
- b. One award will be presented for service in the fall term, winter term, and spring term. One of the three employees from each group will be selected in May as "Employee of the Year."
- c. All nominations are to be sent to the ~~Associate~~ **Assistant** Superintendent for **Educational Services and** Human Resources.
- d. Any Tracy ~~Public Schools'~~ **Unified School District** Employee may nominate any other eligible Tracy ~~Public Schools'~~ **Unified School District** employee(s) or group of employees.
- e. All nominations must be received by the deadline established by the Human Resources ~~Department Office~~ for each term.

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- b. Introduction of special programs
- c. Leadership in District programs
- d. Special service to students
- e. Exceptional service to the community
- f. **Has not been selected in the last five years**
- f. g. In recognizing groups, selection will be based on the merits of the project.

5. Recognition

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- b. A picture of the certificated and classified employee will be displayed in the ~~Central office~~ **District Education Center** for the following term. For group awards, a group picture will be taken and displayed at the site.

**GOVERNING BOARD'S RECOGNITION OF EMPLOYEES (continued)**

- ~~e. Employee's name will be placed on a perpetual plaque. For group awards, a plaque will be prepared and displayed at the appropriate site.~~
- d. Luncheon with the Superintendent and Cabinet for individual award winners.
- ~~e. Recognition in local newspapers.~~

**Procedures – Superintendent's Diversity & Equity Committee Employee Award & Recognition Program**

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**2. Nomination Process**

- a. Tri-annually, TUSD employees will be notified electronically (via email) as nomination forms are made available;
- b. The Multicultural Education Board Policy 6146.6, shall be posted on the TUSD portal for access by all employees of the District.
- c. Employees may complete a nomination form and submit it to the Human Resources Department by the specified deadline.
- d. Awards will be presented for service in the fall term, winter term, and spring term.
- e. Any Tracy Unified School District employee may nominate any other eligible Tracy Unified School District employee(s) or group of employees.
- f. Members of the Superintendent's Diversity & Equity Committee may nominate candidates for an award. Committee members may not vote for a candidate they have nominated.
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**GOVERNING BOARD'S RECOGNITION OF EMPLOYEES (continued)**

**2.     Screening Process**

- a.     Nominations are forwarded from the Human Resources Department to the Chairperson of the Superintendent's Diversity & Equity Committee.
- b.     The Superintendent's Diversity & Equity Committee shall meet to review nominations and make recommendations at their regularly scheduled Committee meetings. The Committee may determine an award recipient from one or more of the following categories: classified, certificated and management. The Committee may choose to make no selection.
- d.     Nominated candidates will remain in the nomination pool for the remainder of the school year.

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  - 2)     Demonstrates a commitment toward the educational advancement of underrepresented students.
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  - 4)     Fosters a climate that promotes the awareness and pride of one's own identity and heritage and respect for the identity and heritage of others.
  - 5)     Promotes respect of others by modeling acceptance and inclusion of diverse groups.



**GOVERNING BOARD'S RECOGNITION OF EMPLOYEES (continued)**

- 6) Engages in recruitment practices, both formal and informal that results in the hiring of a more diverse workforce reflective of our student population.
- 7) Promotes equity, fairness and inclusion for all Tracy Unified School District community members.
- 8) Develops strong community partnerships to ensure success of our diverse student population.

**5. Recognition**

- a. The Chairperson of the Superintendent's Diversity & Equity Committee shall prepare the board agenda item.
- b. The recipients shall be presented with a certificate at a public school board meeting.
- c. A picture of the employee will be displayed in the District Education Center for the following term. For group awards, a group picture will be taken and displayed at the site.

**E. Reports Required**  
None

**F. Record Retention**  
Agenda Items

**G. Responsible Administrative Unit**  
Human Resources

**H. Approved By**

Associate Assistant Superintendent for Educational Services and Human Resources

Regulation Adopted:

HS BD: 2/16/84

EL BD: 2/14/84

Regulation Revised:

HS BD: 3/21/89; 8/25/92; 10/27/92; 2/28/95

EL BD: 4/11/89; 10/13/92; 3/14/95

Joint Board: 2/25/97



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *JH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** November 18, 2011  
**SUBJECT:** Approve School Site Single Plans for Student Achievement and Site Categorical Budgets for the 2011/2012 School Year.

**BACKGROUND:** Each school site is required to develop a school plan (Single Plan for Student Achievement) which includes an analysis of the prior year's assessment data, evaluates the progress toward meeting the goals for that year, establishes goals for the new school year, and develops a budget to support the successful implementation of the goals. The school plans are developed in a collaborative effort of the site administration, school staff, and parents. Each school's plan is approved by their School Site Council. Additionally, the principal from each school meets with a review team made up of the Superintendent, Assistant Superintendent of Educational Services and Human Resources, and various Educational Services Directors. The review team discusses the school plan with the site administrator and the plan may be revised to provide for greater clarification or to reflect changes recommended by the review team. The development of a quality school plan requires sufficient time for all stakeholders to be involved in the process and it is this final product which is submitted to the Board for approval.

**RATIONAL:** State law requires local Governing Board approval of each site's Single Plan for Student Achievement. This report supports Strategic Goal #1: Prepare all students for college and careers and 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.

**RECOMMENDATION:** Approve School Site Single Plans for Student Achievement and Site Categorical Budgets for the 2011/2012 School Year.

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** December 2, 2011  
**SUBJECT:** Receive the District's Sunshine Proposal for the Tracy Educators Association (TEA) for a Successor Agreement, Pending Public Input

**BACKGROUND:** The current three-year contract between the Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD) expires June 30, 2012.

**RATIONALE:** Pursuant to Article XXXIX (Duration of and Procedure for Modifying This Agreement), the District must submit its proposal for a successor Agreement no later than thirty (30) days after receipt of TEA's initial proposal for a successor Agreement. TEA submitted its proposal at the regularly scheduled board meeting on November 8, 2011. TEA is requesting to meet and negotiate with the District on the Articles shown on the attached proposal. The District is requesting to meet and negotiate on the following Articles:

Article VI, Hours  
Article VII, Duties  
Article VIII, Conditions  
Article XII, Class Size/Teacher Aide Time  
Article XVII, Evaluation

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

**FUNDING:** N/A

**RECOMMENDATION:** Receive the District's Sunshine Proposal for the Tracy Educators Association (TEA) for the 2011-2012 School Year and Submit it for Negotiations, Pending Public Input

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



TRACY  
EDUCATORS  
ASSOCIATION

- Informed
- Involved
- Organized
- United

To: **Dr. James Franco, Superintendent of Tracy Unified School District**

From: **John Anderson, President of Tracy Educators Association**

CC: Sheila Harrison, TUSD; Joe Raco TEA

Date: 10/26/2011

Re: Notification of Intent to Bargain

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In accordance with Article XX of the current Master Agreement between the Tracy Unified School District (TUSD) and the Tracy Educator's Association (TEA), TEA hereby notifies TUSD of its intent to open and bargain the following articles as part of a successor to the current Master Agreement which expires June 30, 2012.

Article III - Association Responsibilities and Rights

Article VI - Hours

Article VII - Duties

Article VIII - Conditions

Article IX - Grievance Procedure

Article XI - Progressive Discipline

Article XII - Class Size/Teacher Aide Time

Article XIII - Salaries (Compensation)

Article XIV - Fringe Benefits

Article XVI - Transfer/Reassignment

Article XVIII - Safety

Article XXI - Association Leave

Article XXII - Bereavement Leave

Article XXIX - Personal Necessity Leave

Article XLIII - Special Education (new)



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** December 2, 2011  
**SUBJECT:** Approve Status Quo for Salaries and Benefits for the Tracy School Management Association (TSMA) for the 2011-2012 School Year

**BACKGROUND:** On November 10, 2011, the Tracy Schools Management Association (TSMA) and TUSD concluded the negotiation process for the 2011-2012 school year and agreed to status quo on salaries and benefits for the 2011-2012 school year.

**RATIONALE:** The Tracy School Management Association (TSMA) is comprised of the Superintendent, the Associate Superintendent, the Assistant Superintendent, Directors, Principals, Vice Principals, Counselors, Psychologists, and other management, supervisory and confidential employees. For both the 2009-2010 and 2010-2011 school years, administrators reduced their work year by five (5) days each year. For the 2011-2012 school year, there will be no changes to the current salary schedule and no reduction in work days for the TSMA members.

In addition, to remain in compliance with AB 1200 and Government Codes 3547.5 and 3540.2.(d), Salary Settlement Agreement forms are attached for public disclosure.

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

**FUNDING:** N/A

**RECOMMENDATION:** Approve Status Quo for Salaries and Benefits for the Tracy School Management Association (TSMA) for the 2011-2012 School Year

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

## PUBLIC DISCLOSURE FORM

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and GC 3547.5 and 3540.2

Name of School District: Tracy Joint Unified School District

Name of Bargaining/Represented Unit: Tracy School Management Association

Certificated, Classified, Other: Other

The proposed agreement covers the period beginning: July 01, 2011 and ending: June 30, 2012  
(date) (date)

The Governing Board will act upon this agreement on: December 13, 2011  
(date)

### A. Proposed Change in Compensation

Compensation		Annual Cost Prior to Proposed Agreement FY -	Fiscal Impact of Proposed Agreement		
			Current Year Increase/Decrease FY -	Year 2 Increase/Decrease FY -	Year 3 Increase/Decrease FY -
1.	<b>Salary Schedule</b> (This is to include Step and Column, which is also reported separately in Item 6)	\$ 6,966,109	\$ -	\$ 104,492	\$ 106,059
	Annual Settlement %:		0.00%	0.00%	0.00%
	Cumulative Settlement On-going %:		0.00%	0.00%	0.00%
	Step & Column % Cost:		0.00%	1.50%	1.52%
2.	<b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime, Differential, etc.	\$ -	\$ -	\$ -	\$ -
	<b>Description of other compensation</b>				
3.	<b>Statutory Benefits</b> STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 1,054,451	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
4.	<b>Health/Welfare Plans</b>	\$ 1,096,622	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
5.	<b>Total Compensation</b> Add Items 1 thru 4 to equal 5	\$ 9,117,181	\$ -	\$ 104,492	\$ 106,059
			0.00%	1.15%	1.15%
6.	<b>Step and Column</b> Due to movement plus any changes due to settlement. Included in Item No. 1 above.	\$ -	\$ -	\$ 104,492	\$ 106,059
7.	<b>Total Number of Represented Employees</b> (Use FTE's if appropriate)	123.6			
8.	<b>Total Compensation Cost for Average Employee</b>	\$ 73,761	\$ -	\$ 845	\$ 858
			0.00%	1.15%	1.15%

9. What was the negotiated percentage increase approved? For example, if the increase in "Current Year" was for less than a full year, what was the percentage increase given, what is the effective date of the increase, and what is the annualized percent

*A "status quo" agreement was reached. Accordingly, there is no percentage increase.*

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain)

*No*

11. Please include comments and explanations as necessary (if more room is necessary to answer, please attach additional sheet.)

*Not Applicable.*

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☐ No ☐  
If yes, please describe cap amount.

*Yes. Health Care Benefits are capped at \$8,162.*

**B. Proposed Negotiated Changes in Non-Compensation Items (e.g., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)**

*None.*

**C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)**

*None.*

**D. What contingency language is included in the proposed agreement (i.e., reopeners, etc.)?**

*None.*

**E. Will this agreement create, increase or decrease deficit spending in the current or future year(s)?** "Deficit Spending" is defined to exist when a district's expenditures exceeds its revenues in a given year. If yes, explain the amounts and justification for doing so.

*No.*

**F. Identify other major provisions that do not directly affect the district's costs such as binding arbitration, grievance procedures, etc.**

*None.*

**G. Source of Funding for Proposed Agreement**

1. Current Year ~ Include an itemized list, per GC 3547.5 (b), of any budget revisions necessary to meet the costs of the agreement in the current year. Itemized list should be clearly referenced to the amounts disclosed in column 2 of Section H pages 5a-g.

*No budget revisions are required.*



**G. Source of Funding for Proposed Agreement, continued.**

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in future years? (i.e., what will allow the district to afford this contract)? Include an itemized list, per GC 3547.5 (b), of any budget revisions necessary to meet the costs of the agreement in the subsequent year. Itemized list should be clearly referenced to the amounts disclosed in columns B and D of Section I pages 7a-c.

*Not Applicable.*

3. If this is a multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations). Include an itemized list, per GC 3547.5 (b), of any budget revisions necessary to meet the costs of the agreement in the subsequent year. Itemized list should be clearly referenced to the amounts disclosed in columns B and D of Section I pages 7a-c.

*Not Applicable. This agreement does not create any additional obligations.*

**L. CERTIFICATION No. 1 of 2**

To be signed by the District Superintendent upon submission to the Governing Board and by the Board President upon formal Board action on the proposed agreement.

*The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5. The budget revisions, as itemized in Section G pages 3-4 and included in Column 2 of pages 5a-g and Columns B and D of pages 7a-c, are necessary to meet the costs of the agreement in each year of its term. The district must submit, to the County Superintendent of Schools, the budget revisions necessary to fulfill the terms of this agreement within 45 days (EC42142) or the next interim report (GC 3547.5 c), whichever comes first.*

District Superintendent (or Designee) Signature	December 13, 2011 Date
Dr. Casey J. Goodall Contact Person	(209) 830-3200 Phone Number
After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on December 13, 2011, took action to approve the proposed Agreement with the Tracy School Management Association Bargaining Unit and acknowledges that the budget revisions as itemized in Section G pages 3-4 and included in Column 2 of pages 5a-g and Columns B and D of pages 7a-c are necessary to meet the costs of the agreement in each year of its term. The district must submit, to the County Superintendent of Schools, the budget revisions necessary to fulfill the terms of this agreement within 45 days (EC42142) or the next interim report (GC 3547.5 c), whichever comes first.	
President (or Clerk), Governing Board Signature	Date

**Special Note:** The San Joaquin County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

**M. CERTIFICATION No. 2 of 2**

This certification must be signed by the District Superintendent and Chief Business Official at the time of Public Disclosure.

<i>In accordance with the requirements of Government Code Section 3547.5 (b), the Superintendent and Chief Business Official of</i> <i>Tracy Joint Unified School District,</i> <i>hereby certify that the District can meet the costs incurred under this agreement between the District and the Tracy School Management Association Bargaining Unit</i> <i>for the current and subsequent fiscal years.</i>	
The budget revisions necessary to meet the cost of the agreement in the current year are itemized on page 3 in Section G 1. and included in Column 2 page(s) 5a through 5g of this disclosure. The budget revisions necessary to meet the cost of this agreement in each subsequent year of this agreement are itemized on page 4 in Section G 2 and 3 and are included in columns B and D of pages 7a through 7c of this disclosure.	
_____ District Superintendent Signature	<u>December 13, 2011</u> Date
_____ Chief Business Official Signature	<u>December 13, 2011</u> Date



# HUMAN RESOURCES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~X~~ Dr. Sheila Harrison, Assistant Superintendent of  
Educational Services & Human Resources  
**DATE:** November 22, 2011  
**SUBJECT:** Approve Agreement for Furnishing Clinical Experience  
and The Use of Clinical Facilities with CSU, East Bay

**BACKGROUND:** We have encouraged Institutes of Higher Education to place students in our facility to fulfill their clinical experience with our school district. The term of this agreement shall be for a five-year period commencing December 14, 2011 and ending December 31, 2016.

**RATIONALE:** The student is to perform duties of a School Counselor and/or School Psychologist under the supervision of a Tracy Unified Counselor and/or Psychologist. This agenda item meets strategic goal #6: Provide training and staff development opportunities that are designed to improve knowledge and skills of all employees, and goal #7: Develop and utilize partnerships that contribute to the achievement of District goals.

**FUNDING:** None.

**RECOMMENDATION:** Approve Agreement for Furnishing Clinical Experience and The Use of Clinical Facilities with CSU, East Bay.

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

**CALIFORNIA STATE UNIVERSITY, EAST BAY**  
**AGREEMENT FOR FURNISHING CLINICAL EXPERIENCE**  
**AND THE USE OF CLINICAL FACILITIES**

**THIS AGREEMENT**, made and entered into this 14th day of December, 2011, by and between the Trustees of the California State UNIVERSITY, hereinafter called the "**TRUSTEES**", on behalf of California State UNIVERSITY, East Bay, hereinafter called the "**UNIVERSITY**", and Tracy Unified School District herein after called the "**AGENCY**".

**W I T N E S S E T H**

**WHEREAS, TRUSTEES** have approved a Clinical School Counseling and/or School Psychology program for **UNIVERSITY** and such programs require clinical experience and the use of clinical facilities; and

**WHEREAS, UNIVERSITY** requires special facilities for the purpose of providing training and desires to supplement its Program through supplemental clinical experience in usage of facilities at **AGENCY**; and

**WHEREAS, AGENCY** has facilities and programs available to furnish such clinical experience, and as a community and professional service, is willing, under the terms and conditions hereinafter set forth, to allow **UNIVERSITY** to utilize its facilities for clinical experience of **UNIVERSITY** Program participants; and

**WHEREAS, AGENCY** desires to maintain and improve its existing standards of **AGENCY** care and medical education by affiliating with **UNIVERSITY** for the limited purposes of this agreement; and

**WHEREAS**, it is to the mutual benefit of the parties that students enrolled in the Program at the **UNIVERSITY** be afforded the opportunity to utilize the facilities of **AGENCY** to supplement their learning experience;

**THEREFORE, AGENCY AND UNIVERSITY HEREBY MUTUALLY AGREE AS FOLLOWS:**

- I. Subject to such reasonable rules and regulations as **AGENCY** shall from time to time adopt, **AGENCY** shall:
  - A. Participate with **UNIVERSITY** in planning and implementing the clinical education of students;
  - B. Afford to each student designated in writing by **UNIVERSITY** pursuant to Section II hereof the opportunity to participate in those types of clinical training experiences which may be made available at **AGENCY** that are agreed upon by **AGENCY** and **UNIVERSITY**, and permit such students, as well as **UNIVERSITY** faculty, access to **AGENCY** for such periods of time and for such clinical experiences as may from time to time be determined by **AGENCY** and **UNIVERSITY**; provided, however, that the clinical experiences to be afforded hereby shall take place only at such times and places as to minimize interference with normal **AGENCY** routine;
  - C. Provide facilities for the changing of uniforms and for the storage of clothing and personal effects, and allow students and instructors at their own expense to use cafeteria facilities and other facilities used by **AGENCY** personnel, all to the extent that such space is available and as **AGENCY** may agree from time to time;
  - D. Have the right to require the withdrawal from **AGENCY** of any student who does not comply with the requirements of the program or the rules and regulations of the **AGENCY**;
  - E. Designate lines of authority and communication for relations between **UNIVERSITY** faculty and **AGENCY** personnel so as to carry out the purposes of the agreement;
  - F. Permit members of the staff of **AGENCY** to participate in clinical experiences to be afforded to the

students of **UNIVERSITY** on an advisory and consulting basis at such times and in such number as **AGENCY** shall determine, to the extent that such participation does not interfere with normal **AGENCY** activity;

G. Provide on any day that a student is receiving clinical experience at the **AGENCY** pursuant to this agreement emergency health care for illnesses resulting from the participation by such student in the program, as well as first aid for accidents sustained by a student; provided, however, that the sole and exclusive authority to determine the duration and extent of necessary emergency health care services shall be vested in **AGENCY**, and **AGENCY'S** determination in this regard shall be conclusive. In addition, the aforementioned emergency health care services shall also be provided to any member of the faculty of **UNIVERSITY** participating in the program, on the same terms and conditions set forth above regarding students. All costs for such emergency health care service shall be paid by student and/or faculty;

H. Respect and maintain the confidentiality of information furnished by **UNIVERSITY** and **AGENCY**;

II. **UNIVERSITY** shall:

A. Participate with **AGENCY** in planning and implementing the clinical education of students;

B. Designate in writing, prior to the commencement of each clinical program and sufficiently in advance to allow convenient planning by **AGENCY**, the names of those students registered for program training courses at **AGENCY**. The number of students eligible to participate in a program shall be determined by the agreement of **AGENCY** and **UNIVERSITY**;

C. Recommend for clinical education only those students who possess a satisfactory record and have met the minimum requirements established by **UNIVERSITY** for the particular program;

D. Furnish to the **AGENCY**, or have each student furnish to **AGENCY** upon request, copies of the State-approved fingerprinting background check clearance and the Certificates of Clearance documentation that each student's immunizations and blood-borne pathogens training are in accordance with the **AGENCY'S** health policies. The health documentation should include written evidence of the following:

1. P.P.D. skin test and, if positive a chest x-ray
2. Rubella titer
3. Rubeola vaccination or titer
4. Hepatitis B-surface antigen/antibody
5. CPR proficiency
6. Hepatitis Vaccine

E. Designate lines of authority and communication for relations between the **UNIVERSITY** faculty and **AGENCY** personnel so as to carry out the purpose of the agreement;

F. Provide instructors with such qualifications, in sufficient number, and at such times as are approved by **AGENCY**, so that the purposes of this agreement can be met. **UNIVERSITY** shall be responsible for the training of such instructors and for acquainting them with **AGENCY'S** policies and practices regarding clinical instructing. The instructors shall meet periodically at such times as **AGENCY** and **UNIVERSITY** shall determine with designated **AGENCY** personnel to review student progress and the program in general;

G. Retain general responsibility for instruction, supervision, control, evaluation and related matters concerning student participation in the clinical program at **AGENCY**, subject to such sharing of responsibility with **AGENCY** as shall be agreed upon by **AGENCY** and **UNIVERSITY**. Student discipline shall be the exclusive responsibility of the **UNIVERSITY**; however the **AGENCY** retains the right to terminate the participation of any student who, at the discretion of the **AGENCY** or the **UNIVERSITY**, does not comply with the requirements of the program or the rules and regulations of the **AGENCY**;

H. Enforce the rules, regulations and requirements governing the students participating in the clinical program; said rules, regulations and requirements to be agreed upon by **AGENCY** and **UNIVERSITY**.

I. Provide all educational supplies and equipment necessary for the instruction of students participating in the clinical program and be exclusively responsible for the care and control of all such educational supplies and equipment. Periodically, it may be necessary for **AGENCY** to provide educational supplies not previously planned for by the **UNIVERSITY** and necessary to the immediate and effective operation of the program. **UNIVERSITY** agrees to reimburse **AGENCY** for items approved in advance only by the **UNIVERSITY** by both the Speech Pathology and Purchasing Departments. Invoices to cover said items shall be submitted in triplicate to the **UNIVERSITY** Accounting Office and shall reference **UNIVERSITY** Purchase Order Number.

J. Agree that no person, patient, client, staff or student shall, on the basis of religion, race, color, national origin, ancestry, ethnic group identification, sex, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this agreement.

K. Additionally, it is agreed that if a student with an approved disability accommodation is placed both CSUEB and Agency share the responsibility to meet the legal requirement to provide reasonable accommodations at the workplace under the American with Disabilities Act.

L. Mandatory Instruction and Reporting: Before a student is assigned to the **AGENCY** for placement in a student teaching assignment the **UNIVERSITY** shall instruct such Student on the applicable state and federal laws regarding unlawful discrimination (California Education Code sections 200-283 and Title IX, Section 504, Title VI) and mandated reporting of child abuse (Penal Code sections 11164-11174.35).

III. It is understood and agreed by the parties that all student participants shall be considered learners. They shall not engage in-patient care activities and shall not replace **AGENCY** staff except as may be necessary as a part of their educational training and subject to any and all applicable laws.

IV. Except as specifically provided in this agreement, or in any subsequent amendment thereto, no monetary obligation on the part of the **UNIVERSITY** or the **AGENCY** is hereby created; consideration for this agreement furnished by the mutual promises of the parties.

V. Neither the **UNIVERSITY** nor staff nor students shall by virtue of this agreement be an employee of the **AGENCY** for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges or benefits of **AGENCY** employees. **UNIVERSITY** shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it under this agreement. **UNIVERSITY** assumes exclusively the responsibility for the acts of its employees and students as they relate to this agreement.

VI. **UNIVERSITY** shall require that students and instructors provide and maintain professional liability coverage in the amount of \$1,000,000 per claim with a total of \$3,000,000 in aggregate, with insurance carriers approved by **AGENCY**, in accordance with **AGENCY**'s bylaws, rules, and regulations.

**AGENCY** shall require that instructors provide and maintain professional liability coverage in the amount of \$1,000,000 per claim with a total of \$3,000,000 in aggregate, with insurance carriers approved by **UNIVERSITY**, in accordance with **UNIVERSITY**'s bylaws, rules, and regulations.

VII. The **STATE of CALIFORNIA** has elected to be self-insured for its general liability, vehicle liability, worker's compensation and property exposures through an annual appropriation from the General Fund. As a **STATE** agency, the California State University, Office of the Chancellor, the **TRUSTEES**, and its system of campuses are included in this self-insured program. Under this form of insurance, the **STATE** and its employees are insured for any tort liability that may develop through carrying out official activities, including **STATE** office operation on non-state owned property in an amount no less the \$1,000,000 per person, and no less than \$2,000,000 aggregate per occurrence, and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.

The **AGENCY** shall procure and maintain General Liability Insurance, comprehensive or commercial form with \$ 1,000,000 minimum limit for each Occurrence and minimum limit of \$2,000,000 General Aggregate, as mutually agreed upon for this placement.

The **STATE of CALIFORNIA** has entered into a Master Agreement with the State Compensation Insurance Fund to administer Workers' Compensation Benefits for all State employees, as required by the Labor Code.

The **STATE OF CALIFORNIA** shall provide notice to students that neither **STATE** nor **AGENCY** will provide Worker's Compensation coverage in the event of injury or condition sustained in relationship to activities contemplated by this agreement.

VIII. **UNIVERSITY** agrees to save harmless and indemnify the **AGENCY** against all claims, demands, suits, judgments, expenses, and costs of any and every kind arising out of this Agreement resulting from the negligent acts, errors or omissions of the School, or faculty, in so far as it may legally do so, on account of the injury or death of persons, or loss or damage to equipment upon the property of the **AGENCY**. In addition **UNIVERSITY** assures the **AGENCY** that the students are covered by a Professional Liability policy wherein the **AGENCY** will be an "additional insured" .

The **AGENCY** agrees to defend all claims of loss, and indemnify, and hold harmless the State of California, the Trustees of the California State University, California State University, East Bay and their officers, agents, volunteers and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the **AGENCY** or its employees, agents or volunteers in the performance of this Agreement.

IX. It is understood and agreed that **AGENCY** shall have the right to require all students who are designated for participation in clinical education hereunder to agree in writing to release **AGENCY** and all of its representatives from liability for any and all acts performed in good faith and without malice in connection with such clinical education.

X. It is understood and agreed that **AGENCY** shall have the right to require all students who are designated for participation in clinical education hereunder to authorize and consent in writing to the release of information by **AGENCY** and its representatives to **UNIVERSITY** concerning student's competence, ethics, character and performance in the program as long as such releases of information is made in good faith and without malice and to agree in writing to release **AGENCY** and all of its representatives from liability for so doing.

XI. **UNIVERSITY** agrees that it shall not use the name of the **AGENCY** in any advertising campaign or in the solicitation of prospective students without the prior written approval of the **AGENCY** thereto.

**AGENCY** agrees that it shall not use the name of the **UNIVERSITY** in any advertising campaign or in the solicitation of prospective students without the prior written approval of the **UNIVERSITY** thereto.

XII. **UNIVERSITY** shall not assign, sell, or otherwise transfer this agreement or any interest herein without prior written consent of **AGENCY** thereto; provided, however, such consent shall not be unreasonably withheld. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

**AGENCY** shall not assign, sell, or otherwise transfer this agreement or any interest herein without prior written consent of **UNIVERSITY** thereto; provided, however, such consent shall not be unreasonably withheld. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

XIII. This agreement shall become effective December 14, 2011 and shall continue until December 31, 2016; provided, however, it may be terminated by either party after giving the other party 30 days advance written notice of its intention to so terminate; provided further, however, that any such termination by the **AGENCY** shall not be effective, at the election of **UNIVERSITY**, as to any student who at the date of mailing of said notice by **AGENCY** was participating in said program until such student has completed the program for the then current academic year. **AGENCY** and **UNIVERSITY**, except when so waived in writing by the other party, shall each perform fully any obligations under this agreement relating to an event occurring or circumstances existing prior to



the date of termination. In addition, the **UNIVERSITY** and the **AGENCY** shall endeavor to meet at least one time within the ninety-(90) days prior to the anniversary date of the agreement for purposes of reviewing the status of the agreement and the program conducted hereunder.

XIV. Any notice required or permitted to be given by this agreement shall be deemed given when personally delivered to the recipient thereof or when mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof, as follows:

A. Notice to **AGENCY**:

Tracy Joint Unified School District  
Attn: Nancy Kettner  
Director of HR & Employee Relations  
1875 W Lowell Avenue  
Tracy CA 95376

B. Notice to **UNIVERSITY**:

Mail three copies to:

Deborah A Haynes, Buyer II  
California State University East Bay  
Procurement Office – WA 715  
25800 Carlos Bee Blvd  
Hayward, CA 94542

This agreement may be altered, changed or amended by mutual agreement of the parties in writing.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

SCHOOL DISTRICT

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

SCHOOL BOARD CERTIFICATION

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

CALIFORNIA STATE UNIVERSITY EAST BAY

By \_\_\_\_\_  
Name Deborah Haynes  
Title Buyer II  
Date \_\_\_\_\_

CALIFORNIA STATE UNIVERSITY EAST BAY

By \_\_\_\_\_  
Name Laura Learned  
Title Contract Administrator  
Date \_\_\_\_\_

