

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, MARCH 13, 2012

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

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

A G E N D A

1. Call to Order

2. Roll Call – Establish Quorum

Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, 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 #11-12/64, 65, 66, 67, 68

3.2 Human Resources:

3.2.1 Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-161, Pursuant to Article XXIII

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

3.2.2 Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-162, Pursuant to Article XXIII

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

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

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

3.2.4 Conference with Labor Negotiator

Agency Negotiator: Sheila Harrison

Assistant Superintendent of Educational Services & Human Resources

Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Finding of Fact #11-12/64, 65, 66, 67, 68

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

6b Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-161, Pursuant to Article XXIII

Action: Vote: Yes ___; No ___; Absent ___; Abstain ___

6c Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-162, Pursuant to Article XXIII

Action: Vote: Yes ___; No ___; Absent ___; Abstain ___

7. Approve Regular Minutes of February 28, 2012.

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

1-6

8. Student Representative Reports: None.

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

9.1 Williams Middle School Update on Staff Development Initiatives to Support Student Achievement

9.2 South/West Park Elementary School Update on Staff Development Initiatives to Support Student Achievement

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

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

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

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

11.1 Administrative & Business Services: None.

11.2	Educational Services:	Pg. No
11.2.1	Receive Report on Proposed Communication Studies Textbook Adoption	7-8
11.2.2	Receive Report on High School AP Environmental Science Textbook Adoption	9
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 Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District	10-11
13.1.2	Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	12-14
13.1.3	Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	15-16
13.1.4	Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	17-18
13.2	Educational Services:	
13.2.1	Ratify Master Contract and Individual Service Agreement with Creekside Academy, NPS for the 2011-2012 School Year	19-51
13.2.2	Approve Overnight Travel for the Kimball High School HOSA Club Members to Participate in the State HOSA Leadership Conference in Garden Grove, CA on March 28 through April 1, 2012	52
13.2.3	Approve Overnight Travel for West High Black Student Union to Attend the United Black Student Unions of California Annual Convention in Sacramento, California, March 23, 24, and 25, 2012	53
13.3	Human Resources:	
13.3.1	Approve Classified, Certificated and/or Management Employment	54
13.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	55
13.3.3	Ratify Agreement for Special Contract Services for Assistant Softball Coach Ed Smith for the 2011-2012 Softball Season	56-58
14.	Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.	
14.1	Administrative & Business Services:	
14.1.1	Certify 2011-2012 Fiscal Year Second Interim Report (Separate Cover Item)	59-61
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	

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| | | Pg. No. |
| | 14.1.2 Approve Memorandum of Understanding Addressing Special Education Services with Lammersville Unified School District | 62-70 |
| | Action: Motion___; Second___. Vote: Yes ___; No___; Absent___; Abstain___. | |
| 14.2 | Educational Services: | |
| | 14.2.1 Approve Parent Handbook for State Preschool | 71-102 |
| | Action: Motion___; Second___. Vote: Yes ___; No___; Absent___; Abstain___. | |
| 14.3 | Human Resources: | |
| | 14.3.1 Accept and Certify Public Disclosure of Collective Bargaining Agreement | 103-109 |
| | Action: Motion___; Second___. Vote: Yes ___; No___; Absent___; Abstain___. | |
| 15. | Board Reports: An opportunity for board members to discuss items of particular importance or interest in the district. | |
| 16. | Superintendent's Report: An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities. | |
| 17. | Board Meeting Calendar: | |
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| | 17.1 March 27, 2012 | |
| | 17.2 April 17, 2012 | |
| | 17.3 May 8, 2012 | |
| | 17.4 May 22, 2012 | |
| | 17.5 June 12, 2012 | |
| | 17.6 June 26, 2012 | |
| 18. | Upcoming Events: | |
| | 18.1 April 6-13, 2012 | No School, Spring Break |
| | 18.2 May 28, 2012 | No School, Memorial Day |
| | 18.3 June 1, 2012 | Last Day of School |
| | 18.4 June 2, 2012 | Graduations: THS/WHS@8:30; KHS @10:30 |

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, February 28, 2012**

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 Costa 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 #11-12/51, 60, 61, 62, 63
Action: Guzman, Crandall. **Vote:** Yes-7; No-0.
6b Report Out of Action Taken on Application for Reinstatement #11-12/76, 77, 78
Action: **Vote:** Yes-5; No-0; Absent-2(Crandall, Vaughn)
6c Report Out of Action Taken on Waiver of Expulsion #11-12/6
Action: **Vote:** Yes-6; No-0; Absent-1(Vaughn)

~~**Employees Present:** C. Minter, J. Cardoza, R. Pearlman, F. Medina, A. Silva, M. Loggins, C. Everhart, P. Hamouz, R. Soto, V. McDonald, D. Ensor, J. Anderson, B. Carter, J. Kassel, J. Lopez, N. Kettner, K. Koski, R. Call, J. Carter, A. Welch, P. Hall, G. Garner, b. Flores, M. Martella, C. Harvey~~

Press: None.

Visitors Present: A. Shaw, D. Vang, M. Andrade, Z. Washington

Minutes: Approve Regular Minutes of February 14, 2012.
Action: As amended. Swenson, Crandall. **Vote:** Yes-7; No-0.

Student Rep Reports: West High: Dustin Vang commented that last week was national FFA week and they celebrated with activities. They had their farmers' market and the annual "Kiss a Critter" contest. Assistant Principal, Bruce Sawyer, won the contest and kissed a horse. Clubs sold food during the farmers' market to raise money for their activities. Leadership student explained the WASC process to students. The Robotics Club participated in 7 tournaments. Sports teams have done well and 3 athletes have been offered scholarships. Deon Pinder for track and field, will be attending University of Oklahoma and both Patrick Thompson and Devon Hutchins for football, will be attending Colorado State University, Pueblo. The boys' basketball team made it to playoffs and placed 2nd in the league.

Tracy High: Michelle Andrade reported that hoopla week just ended. The dress-up days were successful and the rally was outstanding. On Friday they played Franklin and won and had black out dance after game. Last Wednesday was their annual academic rally for students with a 3.0 or higher. About 1,000 students

attended. The theme was "Smarty Pants" and they receive smarties candy. FFA week was last week. Officers went into classrooms and educated students about what FFA was all about. They will hold their second blood drive of the year and hope it's as successful as last time. This year prom theme is "Journey to the Far East". They are in the planning process. Character Counts week is March 5-9 and will be promoting good character and kindness. Students will be putting up posters with kind words and sayings around campus. They will have their 2nd annual special education dance. It will have a Hawaiian themed dance in the main gym.

Stein: Zachary Washington reported that next week is their WASC accreditation. Last week they had the unveiling of a mosaic which was hung in the library and dedicated to Mr. Stein.

Kimball High: Aloukika Shah commented that in academics students are working on CAHSEE testing. They will pass out candy grams with Hershey kisses. The school has been working on their charity project to collect jeans for homeless charities. The goal was to raise 2 jeans per student and they received over 6,900 pairs of jeans. Kimball High is in the top 10 in the country. They were donated to Tracy Interfaith Ministries. She congratulated Mrs. Domenichelli for being named *ACSA Secondary Principal of the Year*. The speech and debate team had 3 state qualifiers which will be held in San Francisco on April 27th. In sports, Kimball High girls made it to the playoffs. Prom tickets are now on sale and the theme will be "Arabian Nights".

Recognition & Presentations:

9.1 Recognize and Congratulate the West High School Boys Soccer Team for Winning the Tri-City Athletic League Title and Being D1 Section Semi-Finalists

This item was moved up on the agenda.

Dr. Franco and Trustee Costa presented certificates to the West High boys' soccer team. Coaches, Joe and Nate Perry, were unable to attend, however Athletic Director, Matt Loggins, was present.

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

Dr. Franco presented the following employees with certificates: Jennifer Kassel, K-5 certificated; Cindy Everhart, 9-12 classified; Karen Koski, 6-8 classified; Chris Harvey, 6-8 certificated; Cynthia Madisol, K-5 classified; Matt Loggins, 9-12 Certificated; Cindy Minter, Management.

9.3 Hirsch Elementary School Update on Staff Development Initiatives to Support Student Achievement

Principal, Andrea Silva, and teacher, Rechelle Pearlman, presented a power point regarding the staff development at Hirsch. Their scores have been consistently above 800 and are at 836 this year. They are doing better in Math than ELA so the focus is on ELA and the challenge is to move all students to proficient or above on state testing. They used the \$6,000 that they were getting to focus on instruction

strategies to improve ELA in all major sub groups. They are working with Nancy Fetzner. Their action plan is to team up with Kelly School next year. They also have 13 teachers from Hirsch that will be attended a workshop this summer.

9.4 North School Update on Staff Development Initiatives to Support Student Achievement

Principal, Fred Medina, presented a power point which showed that they are using professional learning communities by scheduling collaborative teacher days. They select objectives, observe students and then provide feedback and make modifications to the plan. They have trainings from the multilingual education department of San Joaquin County and work with the staff on ERMS. They have scheduled trainings for K-3 and are working on oral language development. The diversity at school site has changed since 2000 to now. In 2000, the student population was 31% Hispanic; 47% White and 14% English learners. In 2010, the student population was 70% Hispanic; 14% White and 47% English learners. Out of 37 teachers, 16 were forced to move to North due to budget reductions/reassignments. The goals at North are student safety, education and diversity.

Hearing of Delegations:

None.

Information & Discussion Items:

11.1 Administrative & Business Services: None.

Public Hearing:

12.1 Administrative & Business Services: None.

Consent Items:

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

13.1 Administrative & Business Services:

13.1.1 Approve Assembly, Service, Business and Food Vendors

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

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

13.2 Educational Services:

13.2.1 Ratify Contract with Sunbelt Staffing for the 2011-2012 School Year

13.2.2 Approve Overnight Travel for Mr. Renner, Teacher, Pauline Gutierrez, and Ian Noll to Attend the ACDA CA All-State Honor Choir in Pasadena, CA on March 22 - 24, 2012

13.2.3 Approve Overnight Travel for Tracy High School Science Students to Participate in the Junior Science and Humanities Symposium in Seaside, CA on March 8-12, 2012

13.2.4 Approve Overnight Travel for the Tracy High School Academic Decathlon Team to Attend the California Academic Decathlon Competition in Sacramento, CA on March 15-18, 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
13.3.3 Authorize Tracy Unified School District to Hire One AVID College Tutor for the Remainder of the 2011-12 School Year

Action Items:

- 14.1 Administrative & Business Services:**
14.1.1 Authorize the Director of Transportation to Bid and Award the Purchase of Two (2) School Buses to Accommodate Additional Special Education Students
Action: Crandall, Vaughn. **Vote:** Yes-7; No-0.
14.1.2 Certify Corrective Actions to the 2010-11 Findings and Recommendations of the Independent Annual Financial Report (Separate Cover Item)
Action: Silva, Swenson. **Vote:** Yes-7; No-0.
14.1.3 Authorize the Director of Food Services to Award Contracts for Food and Non-Food Items for the 2012/2013 School Year
Action: Crandall, Gouveia. **Vote:** Yes-7; No-0.
14.1.4 Cast Ballot for CSBA 2012 Delegate Assembly Election
Action: Vaughn, Swenson – Diana Machado. **Vote:** Yes-7; No-0.
14.1.5 Adopt Resolution No. 11-17 Establishing March as “Arts in Education Month”
Action: Crandall, Vaughn. **Vote:** Yes-7; No-0.
14.1.6 Annual Meeting of Tracy School Facilities Financing Authority
 Adjourn TUSD Board Meeting. 8:22
 1. CALL TO ORDER TSFFA Annual Meeting 8:22
 2. ROLL CALL/
 CONFIRMATION OF OFFICERS - Establish Quorum

<i>Name</i>	<i>TSFFA Board Position</i>
Jill Costa	Chair
Greg Silva	Vice-Chair
James Vaughn	Secretary
Gregg Crandall	Member
Walter Gouveia	Member
Ted Guzman	Member
Bill Swenson	Member

<i>Name</i>	<i>TSFFA Staff Position</i>
James Franco	Executive Director
Casey Goodall	Treasurer and Controller

3. Comments From the Public on **Items Not on the Agenda**
 (5-Minute Time Limit Per Individual)

Persons wishing to speak to items not on the agenda are asked to complete a “Request to Speak” card and present it to the Chair prior to the meeting. Subjects not on the agenda may be introduced at this time,

but no action may be taken on them at this meeting. When you address the Board, please stand at the podium and state your name for the record.

No comments were made.

Comments From the Floor on Items On the Agenda

(5-Minute Time Limit Per Individual)

Persons wishing to speak to items on the agenda are asked to complete a "Request to Speak" card and present it to the Chair prior to the meeting. You will be given an opportunity to speak on the subject at the time the item is discussed by the Board. When you address the Board, please stand at the podium and state your name for the record. No comments were made.

4. DISCUSSION/ACTION –

4.1 Approve Meeting Minutes of April 12, 2011

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

4.2 Accept the 2010-2011 Independent Annual Financial Report for the Tracy School Facilities Financing Authority (Separate Cover Item)

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

5. ADJOURNMENT OF TSFFA MEETING 8:23

Reconvene the Board Meeting of TUSD 8:24

14.2 Educational Services:

14.2.1 Approve Parent Handbook for State Preschool

Action: PULLED. **Vote:** None.

14.3 Human Resources:

14.3.1 Adopt Resolution No. 11-13 Authorizing the Reduction and Elimination of Particular Kinds of Service for the 2012-2013 School Year

John Anderson on behalf of TEA commented that it is a top priority of TEA to not see any teacher layoffs at all in 2012-2013 and hopes that the district and board also has that as a goal.

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

14.3.2 Adopt Resolution No. 11-14 Adopting the Competency Criteria in the Case of Certificated Reduction in Force for the 2012-2013 School Year

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

14.3.3 Adopt Resolution No. 11-15 Adopting the Tie Breaking Criteria in the Case of Certificated Reduction in Force for the 2012-2013 School Year

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

14.3.4 Adopt Resolution 11-16, Authorizing Administrative Reassignments for the 2012-2013 School Year

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

Board Reports:

Trustee Gouveia attended the chamber mixer of the Hispanic Business Group. Students were recognized and will receive scholarships and Juan Lopez was

named Educator of the Year. He also attended a presentation at The Grand Theater from an interesting speaker about the history of living in Birmingham, Alabama as an African American. Trustee Swenson attended the playoff game with West High. It was a very close game. Trustee Guzman attended the Hispanic Business Group and also Tracy High alum, Mike Repetto, was also recognized. He attended the art show at Tracy Community Center and the West High v. McNair game. Trustee Crandall attended the wrestling tournament at Stockton Arena. The district was well represented by all 3 high schools. The girls West High varsity softball kicks off their season. He will be presenting information on March 21st at 8:30-10:30 a.m. for TUSD principals. He was also asked by the County office of Education to do a presentation. Trustee Vaughn passed. Trustee Silva commented that the talented students are doing well in our schools because of our dedicated and caring staff that recognizes and nurtures it. Trustee Costa congratulated the West High soccer team again. This Sunday she will attend the WASC accreditation at Stein with Mr. Gouveia. If you haven't seen the art in the lobby please visit the district office and look at the work. She attended the city schools liaison meeting and appreciates the way the city officials and Tracy Unified work together. It has been refreshing.

**Superintendent
Report:**

Dr. Franco commented that staff worked well with Tracy Police Department as there was a report of people walking near Williams Middle School with what appeared to be a weapon. The school was put on lockdown for a short while and the people were who were actually carrying an air soft gun. The Art Show opens Thursday, March 1st. Casey will make the opening remarks. Tracy High won the Academic Decathlon and will be going off to Sacramento to participate in the finals. GMAC has donated in the past and will again donate money to the District to promote various programs. Some of our strings players will be featured at dealership. Saturday night is Jazz After Dark at the community center. The State of the City presentation will be held on March 27th. He and board members will be joining CTA for their annual dinner on Thursday. The Hire Me First Breakfast will be on March 15th @ 7:30 a.m. Kimball High drama will be presenting *Oklahoma* and Tracy High will present *West Side Story*. The WASC team will be visiting Stein and Kimball next week.

8:41 PM:

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Jim Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: February 22, 2012
SUBJECT: Receive Report on Proposed Communication Studies Textbook Adoption

BACKGROUND: A lead team of Kimball High School teachers and University of the Pacific faculty members recently met to discuss developing a course in the Mass Communications Pathway at Kimball High School that could be articulated with a course at the University of the Pacific. In response to that meeting, Dr. Domemichelli, the Kimball High School Principal, submitted a new course proposal requesting Cabinet to allow the school to add Communication Studies to their Mass Communications Pathway. Cabinet approved this request.

For the new course, Communication Studies, teachers chose the textbook, *Media & Culture an Introduction to Mass Communication*, authored by Campbell, Martin and Fabos, Bedford St. Martins Publishing, ©2012, because it is the same textbook used in the Media and Society Course offered at the University of the Pacific as an undergraduate course in the Communications Department. Using the same textbook as the University of the Pacific is the first step toward having a fully articulated course.

Kimball High School teachers found the textbook, *Media & Culture an Introduction to Mass Communication*, to be well organized and current with up to date information on Mass Communication trends and how those trends affect society. Each chapter focuses on one area of Mass Communication and delves into the history and progression of that particular type of communication. Each chapter also includes a "Case Study" where the author focuses on one aspect of communication that has changed and affected culture. All chapters conclude with a chapter review and a section entitled "Media Literacy and the Critical Process" where the "Five Stages of Developing a Media-Literate Critical Perspective" is introduced and reviewed.

RATIONALE: The textbook being recommended for adoption demonstrates the highest correlation to the following evaluation criteria:

- Presents opportunities for high level inquiry
- Supports articulation between course work being offered at Kimball High School and the University of the Pacific
- Presents current information and trends in Mass Communication
- Offers multiple opportunities to review information
- Includes case studies that support application of key concepts

This agenda item meets 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: Funding for the purchase of recommended materials in the amount of \$4,800 will be provided by State textbook funds.

RECOMMENDATION: Receive Report on Proposed Communication Studies Textbook Adoption.

PREPARED BY: Dr. Donna Sonnenburg, Director of Instructional Media Services and Curriculum.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: February 28, 2012
SUBJECT: Receive Report on High School AP Environmental Science Textbook Adoption

BACKGROUND: As part of the instructional materials adoption process, high school science teachers at Kimball High School have been engaged in evaluating textbooks for the new AP Environmental Science course which will be implemented at Kimball High School in the fall of 2012. Science teachers evaluated the strengths and weaknesses of eight different textbooks to identify instructional materials that best aligned with the AP standards for Environmental Science. It is the recommendation of the Kimball High School Science teachers that the District adopt *Environmental Science for AP*, by Friedland, Relyea and Courard-Hauri, 2012 copyright, W. H. Freeman Publishing, AP Environmental Science.

RATIONALE: This report is being presented to increase Board and community awareness of the history and activities of the textbook review process and the recommendation for a textbook to support students enrolled in the new Environmental Science course that will be offered at Kimball High School in the fall of 2012. The recommended textbook, *Environmental Science for AP*, supports student learning of the AP standards for Environmental Science.

The textbook being recommended for adoption demonstrates the highest correlation to the following evaluation criteria:

- 1) Addresses all national AP standards
- 2) Provides a pacing guide to support the teacher in covering all standards
- 3) Offers teacher support, via a teacher binder, the online Faculty Lounge, and downloadable teacher resources, e.g. PowerPoint presentations, practice exams, labs and video clips
- 4) Presents clear, relevant graphics to support student understanding of the concepts
- 5) Supports AP test preparation with practice questions at the end of each chapter
- 6) Uses current environmental issues as a focus for instruction

This agenda item meets 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: Funding for the purchase of recommended materials in the amount of \$6,100 will be provided by State instructional textbook funds.

RECOMMENDATION: Receive Report on High School AP Environmental Science Textbook Adoption.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: March 2, 2012
SUBJECT: **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District.**

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

1. Tracy Unified School District/Tracy High School ASB: From: United Healthcare Services, Inc. The donation is in the amount of \$1,000.00 (ch.#00126545). This donation will be used for Tracy High School Athletics.
2. Tracy Unified School District/Kimball High School ASB: From: California Future Business Leaders of America. The donation is in the amount of \$850.00 (ch.#1477). This donation will be used for the Kimball High School FBLA Club.
3. Tracy Unified School District/Tracy High School ASB: From: Shijun Cui. The donation is in the amount of \$500.00 (ch.#656). This donation will be used for the Tracy High School Academic Decathlon State Competition.
4. Tracy Unified School District/Tracy High School: From: Lawrence Livermore National Lab. The donation is in the amount of \$10,000.00 (ch.#798590). This donation will be used for the Tracy High School Science Department.
5. Tracy Unified School District/Tracy High School ASB: From: Tracy Breakfast Lions. The donation is in the amount of \$500.00 (ch.#4250). This donation will be used by the Tracy High Pep Squad.
6. Tracy Unified School District/Tracy High School ASB: From: United Health Care Services. The donation is in the amount of \$1,000.00 (ch.#00268691). This donation will be used by Tracy High Football.

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

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

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

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: March 2, 2012
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: DecoTech
Site: Villalovoz Elementary School
Item: Quote - CMAS
Services: Extron Polevault A/V.
Cost: \$10,856.05
Project Funding: Measure S Bond Funds

B. Vendor: DecoTech
Site: Williams Middle School
Item: Quote - CMAS
Services: Extron Polevault A/V.
Cost: \$10,856.05
Project Funding: Measure S Bond Funds

C. Vendor: DecoTech
Site: Jacobson Elementary School
Item: Quote - CMAS
Services: Extron Polevault A/V.
Cost: \$9,983.55
Project Funding: Measure S Bond Funds

D. Vendor: DecoTech
Site: Bohn Elementary School
Item: Quote - CMAS
Services: Extron Polevault A/V.
Cost: \$9,983.55
Project Funding: Measure S Bond Funds

E. Vendor: DecoTech
Site: Hirsch Elementary School
Item: Quote - CMAS
Services: Extron Polevault A/V.
Cost: \$9,983.55
Project Funding: Measure S Bond Funds

F. Vendor: DecoTech
Site: Stein High School
Item: Quote - CMAS
Services: Extron Polevault A/V.
Cost: \$9,983.55
Project Funding: Measure S Bond Funds

G. Vendor: DecoTech
Site: Duncan-Russell Continuation School
Item: Quote - CMAS
Services: Extron Polevault A/V.
Cost: \$8,415.42
Project Funding: Measure S Bond Funds

H. Vendor: Presido
Site: Multiple Schools – MDF/IDF Safety/Security Project
Item: Quote - WSCA
Services: Cisco servers
Cost: \$28,422.36
Project Funding: Measure S Bond Funds

I. Vendor: Presido
Site: Multiple Schools – MDF/IDF Safety/Security Project
Item: Quote - CMAS.
Services: Cisco ISE Advanced Licenses
Cost: \$14,840.00
Project Funding: Measure S Bond Funds

J. Vendor: River City Testing
Site: Monte Vista Middle School Modernization
Item: Proposal
Services: DSA In-Plant Inspection services for one (1) shade structure being placed on campus.
Cost: \$1,660.00
Project Funding: Measure S Bond Funds



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: March 5, 2012
SUBJECT: Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

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

A. Vendor:	United Rentals
Site:	West High School – Performing Arts Classroom Building
Item:	Proposal
Services:	Genie 1930 19' 30" Wide Scissor Lift
Cost:	\$11,003.61
Project Funding:	Measure E Bond Funds and State School Building Fund (SSBF)



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: March 7, 2012
SUBJECT: Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

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

A. Vendor: NES, Inc.
Site: District Wide
Item: Agreement - Ratify
Services: Consultant to provide Hazardous Waste Management Training to the science teachers throughout the District.
Cost: \$1,000.00
Project Funding: General Fund

B. Vendor: Data Works Educational Research
Site: Central Elementary & Poet-Christian School
Item: Agreement - Ratify
Services: 1-Day Explicit Direct Instruction workshop for teachers.
Cost: \$4,500.00
Project Funding: Categorical Fund, Title 1 or Title 2



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: February 29, 2012
SUBJECT: Ratify Master Contract and Individual Service Agreement with Creekside Academy, NPS for the 2011-2012 School Year

BACKGROUND: A student diagnosed with Autism with significant behaviors was placed at Creekside Academy, a Non-Public School for the 2011/12 school year. The IEP team for the student determined the needs of the student could not be met in a public school placement at this time. Ratification of the Master Contract and the Individual Service Agreement is necessary at this time because services are currently being provided by Creekside Academy.

RATIONALE: The student is placed in a structured setting with a behavioral component not available in the public setting. Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting the student's 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: Contract expenses for this student for the 2011-2012 school year include 90 days with per diem costs of \$175.83 for basic and extended year education and 1:1 Para educator costs at \$17.04 per hour. Total expenses are not to exceed \$24,259.50. Non-public tuition expenses are budgeted in account number 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Master Contract and Individual Service Agreement with Creekside Academy, NPS for the 2011-2012 School Year

Prepared by: Dr. 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

 Nonpublic School

 Nonpublic Agency

Type of Contract:

 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:

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 23 day of January, 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 Academy Business Services- Creekside Academy (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections ~~56157, 56361 and 56365 et seq.~~ and Title 5 of the California Code of Regulations section 3000 ~~et seq.~~, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION

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

expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

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

- e. The term "license" means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

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- f. ~~Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).~~

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

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

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

15. INSURANCE

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

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

- \$3,000,000 per occurrence
 - \$ 100,000 fire damage
 - \$ 5,000 medical expenses

\$3,000,000 personal & adv. Injury
\$3,000,000 general aggregate
\$3,000,000 products/completed operations aggregate

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

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

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

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

Part A – Statutory Limits

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

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

\$3,000,000 per occurrence
\$3,000,000 general aggregate

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

Clearance Requirements and Section 46 Staff Qualifications of this Master Contract. Automobile Liability policies shall name the LEA and the LEA Board of Education as additional insured.

19. CONFLICTS OF INTEREST

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA.

If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease. Pursuant to California Education Code section 56366(b), transportation shall not be provided through the use of services or equipment owned, leased, or contracted by the LEA for students served by CONTRACTOR unless those services and equipment are provided directly or subcontracted by the CONTRACTOR.

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and

certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

Minimum day is equal to 240 instructional minutes.

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

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

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

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

26. DATA REPORTING

CONTRACTOR shall agree to provide all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and

agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE MANDATED TESTING AND HIGH SCHOOL EXIT EXAMINATION

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; behavior support plans and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 Regulation, 3064 and 3065. Such requirements will be

provided in writing to the behavior intervention agency prior to contracting. Failure to maintain adherence to staff qualification requirements may result in contract termination. NPAs will provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a student. Behavior intervention agencies shall provide the LEA with all training protocols behavior for intervention staff employed by the NPA who do not possess a license, credential or recognized certification as part of their Master Contract application.

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code Sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345

(b) (4). If an student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

33. SURROGATE PARENTS

CONTRACTOR shall comply with LEA surrogate parent assignments.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business shall be submitted to the LEA within 10 days of request. The CONTRACTOR shall provide access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request such data at any time within five years of the date of service. The CONTRACTOR shall provide this data supporting progress within 5 business days of request. Additional time may be granted as needed by the LEA.

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

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

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

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

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

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

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

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

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

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

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

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

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

46. STAFF QUALIFICATIONS

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

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

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the

following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

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

48. STAFF ABSENCE

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

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

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

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

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

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

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

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

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

51. FACILITIES AND FACILITIES MODIFICATIONS

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

52. ADMINISTRATION OF MEDICATION

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

53. INCIDENT/ACCIDENT REPORTING

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

54. CHILD ABUSE REPORTING

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

55. SEXUAL HARASSMENT

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

56. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

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

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

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

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

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

58. RIGHT TO WITHHOLD PAYMENT

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

payments shall be made for any invoices that is not received by six months following the close of the prior fiscal year, for services provided in that year.

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

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

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

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

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

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

59. PAYMENT FROM OUTSIDE AGENCIES

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

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; medi-

cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

62. RATE SCHEDULE

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the Contractor certifies that:

- (a) The Contractor and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection

with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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

CONTRACTOR

LEA

**ACADEMY BUSINESS SERVICES-
CREEKSIDE ACADEMY**

Nonpublic School/Agency

Tracy Unified School District

Name of District or Local Educational Agency

Betti Colucci 1/30/12
Contracting Officer's Date
Signature

Dr. Janet Skulina
Director, Special Education Date

Betti Colucci, Regional Vice President
Name and Title (type) Date

Dr. Casey Goodall
Assistant Superintendent, Business Services Date

Tax I.D. # 68-0227018

Notices/bills mailed to LEA shall be addressed to:

Attention:

Janet Skulina

Name

Tracy Unified School District

LEA

1875 W. Lowell Ave

Address

Tracy CA 95376

City State Zip

209-830-3270 209-830-3274

Phone Fax

Notices to CONTRACTOR:

Betti Colucci

Name

Academy Business Services – Creekside Academy

Nonpublic School/Agency

11980 Mt Vernon

Address

Grand Terrace CA 92313

City State Zip

909-783-8470 909-783-7762

Phone Fax

EXHIBIT A: RATES

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

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

➤ <u>BASIC EDUCATION PROGRAM</u>	<u>RATE</u>	<u>PERIOD</u>
➤ <u>As set forth in the IEP for each student</u>	<u>175.83</u>	<u>Day</u>

RELATED SERVICES

	<u>RATE</u>	<u>PERIOD</u>
1) Transportation (* shall not include transportation through use of services or equipment owned, leased or contracted through LEA unless provided directly or subcontracted by the NPS/A)		
a) Transportation – Round Trip	<u>1.05</u>	<u>PER MILE</u>
b) Transportation – One Way	_____	_____
c) Transportation – 1 on 1 Rider (per IEP)	_____	_____
d) Transportation – Safety Rider (LEA will be billed or the bus safety riders based on the proportion of students on the bus.)	_____	_____
e) Transportation Dual Enrollment	_____	_____
f) Public Transportation	_____	_____
g) Parent*	_____	_____
2) Counseling		
a) Educational Counseling – Individual	_____	_____
b) Educational Counseling – Group	_____	_____
c) Counseling – Parent	_____	_____
3) Adapted Physical Education		
a) Adapted Physical Education – Individual	_____	_____
b) Adapted Physical Education – Group	_____	_____
4) Language/Speech		
a) Language/Speech Therapy-Individual	_____	_____
b) Language/Speech Therapy-Group	_____	_____
c) Consultation	_____	_____
5) Orientation/Mobility Training	_____	_____
6) Occupational Therapy		
a) Occupational Therapy – Individual	_____	_____
b) Occupational Therapy – Group	_____	_____
c) Occupational Therapy – Consultation Rate	_____	_____
7) Physical Therapy	_____	_____
8) Instructional Assistants		
a) Additional Instr. Asst. – Individual (must be authorized on IEP)	<u>17.04</u>	<u>Hour</u>
9) Intensive Special Education Instruction**	_____	_____
10) Behavior Intervention	_____	_____
11) Nursing Services	_____	_____
12) Other _____	_____	_____

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

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

**By credentialed Special Education Teacher.



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: ~~Dr. James C. Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: February 28, 2012
SUBJECT: Approve Overnight Travel for the Kimball High School HOSA Club Members to Participate in the State HOSA Leadership Conference in Garden Grove, CA on March 28 through April 1, 2012

BACKGROUND: The Kimball High School (KHS) Health Occupations Students of America (HOSA) Club members would like to attend the California HOSA State Leadership Conference on March 28 through April 1, 2012. The Kimball HOSA Club will have the chance to attend informational workshops, compete in academic and skill oriented activities, submit members for special recognition, and become a part of the larger State HOSA team. The club will be staying at the Anaheim Marriott Suites in Garden Grove, CA. Dean Medek (advisor), Jeffery Swytak and Suzette Mendonca (teachers), and Rajinder Singh (parent volunteer) will chaperone and transport twenty four students utilizing District vans and Mr. Singh's private vehicle. Mr. Singh will be District cleared prior to the event.

RATIONALE: It is the goal of Kimball High School to provide students with increased Health Occupations opportunities which is in direct alignment with the Health Science Pathway. The Kimball HOSA students area uniquely qualified to participate in this event and represent their own and Kimball High's dedication to the Health Science Pathway. The State HOSA Leadership Conference will provide the team with the opportunity for contention at the upcoming National competition. 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 and Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: The estimated cost per member is \$300.00, with a combined cost that will not exceed \$9,500. The costs of the event are covered by a combination of the Carl Perkins CTE Grant, fundraising, and personal funding for the participants electing to participate in this competition.

RECOMMENDATION: Approve Overnight Travel for the Kimball High School HOSA Club Members to Participate in the State HOSA Leadership Conference in Garden Grove, CA on March 28 through April 1, 2012

Prepared by: Cheryl Domenichelli, Principal, Kimball High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: February 16, 2012
SUBJECT: Approve Overnight Travel for West High Black Student Unions to Attend the United Black Student Unions of California Annual Convention in Sacramento, California March 23, 24, and 25, 2012

BACKGROUND: The United Black Student Unions of California host an annual leadership convention for all Black Student Union affiliate schools. The organization works to bring about improved racial relations on campuses by promoting mutual respect for all cultures. The annual convention provides panel discussions, workshops and distinguished lecturers to enrich the learning experience of the attendees. Ms. Harrison, (West High Secretary) will chaperone and transport six students in a District van throughout the trip. The students will secure academic arrangements with their teachers prior to trip. The students and Ms. Harrison will stay at the Doubletree Hotel in Sacramento, CA.

RATIONALE: The West High Black Student Union members learn how to be strong community and campus leaders at this conference. This should be an enriching experience for the students, exposing them to a professional environment and allowing them an opportunity to network with students from other schools throughout California. This meets Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: The individual cost will not exceed \$285.00 per person and the total cost will not exceed \$2,100.00 for transportation, accommodations, meals and registration fees. There will be no cost to the District. The cost will be paid by the students attending and funds earned from fundraising efforts.

RECOMMENDATION: Approve Overnight Travel for West High Black Student Unions to Attend the United Black Student Unions of California Annual Convention in Sacramento, California March 23, 24, and 25, 2012

Prepared by: Jeff Frase, Principal - West High School



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: March 2, 2012
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Duran, Gustavo

CERTIFICATED

SDC 2nd/3rd Grade (New)
Bohn Elementary
Class I, Step 2, "A"
\$13,913.38

Funding: Special Education

BACKGROUND:

Chelley, Laura

CLASSIFIED

Utility Person III (New)
Transportation/Maintenance
Range 36, Step A - \$16.53 per hour + ND
8 hours per day
Funding: General Fund – 50%; Transportation
Special Ed – 50%

Fisher, Kristi

School Supervision Assistant (Replacement)
Jacobson Elementary School
Range 21, Step C - \$12.81 per hour
2 hours per day
Funding: General Fund

Hernandez, Patricia

K-8 Library Technician (Replacement)
McKinley Elementary School
Range 30, Step C - \$15.76 per hour
5 hours per day/Tuesday through Friday
Funding: State Lottery

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

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



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
& Human Resources
DATE: March 2, 2012
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>
Peterson, Sharon Early Childhood Develop. Assistant	Steps/ Stein	03/08/2012	Personal
Wootten, Julie I.E.P. Para Educator I	Villalovoz	03/02/2012	Personal

RECOMMENDATION: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: March 2, 2012
SUBJECT: Ratify Agreement for Special Contract Services for Assistant Softball Coach Ed Smith for the 2011-2012 Softball Season

BACKGROUND: Currently, there is a need in the softball program at Tracy High for additional supervision by knowledgeable coaches to ensure the players have a positive and safe educational experience. Having exceptionally qualified staff is the primary aim of the program.

RATIONALE: Ed Smith is currently a volunteer coach for the softball program and is uniquely qualified to assist and enhance the program at Tracy High School. Mr. Smith's extensive softball experience and enthusiasm will ensure the overall success and safety of the program. His duties will consist of assisting with daily practice, tournaments and fundraisers. Mr. Smith's coaching duties will run from March 11, 2012 through May 30, 2012; therefore, this agenda item needs to be ratified.

This aligns with Strategic Goal #2: Provide a safe environment for students and staff that is conducive to learning.

FUNDING: Expenses for the assistant softball coach will be paid by the ASB softball account. Expenses will not exceed \$1000.00.

RECOMMENDATION: Ratify Agreement for Special Contract Services for Assistant Softball Coach Ed Smith for the 2011-2012 Softball Season

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

Tracy Unified School District
315 East Eleventh Street, Tracy California 95376-4095

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

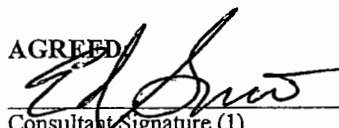
1. Contractor shall perform the following duties: **Assist with the coaching of the Tracy High Varsity Softball Team** including practices, tournaments, and fundraisers.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of **March 1, 2012 to May 30, 2012**
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - A. District shall pay \$1000.00 FLAT RATE (Flat Rate/Hourly), not to exceed a total of \$1000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - B. District ☐ SHALL; ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ for the term of this agreement.
 - C. District shall make payment on a ☐ MONTHLY PROGRESS BASIS, ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on 3-11-2012, and shall terminate on 5-30-2012.
5. This agreement may be terminated at any time during the term by either party upon N/A (0) days written notice.
6. Contractor shall contact the District's designee, Greg Smith, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify district for:

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

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Contractor's current employer.
10. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
11. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

AGREED


Consultant Signature (1)

Social Security Number or TIN number (2)

Date

2-21-12
Varsity Softball Assistant
Title Coach

Title

15
Address
Tracy, CA 95376
City/State/Zip

City/State/Zip

2-
Phone Number

Phone Number

Date

Title

Account Number to be charged

Budget Approval

Date Approved by the Board

Send All Copies to the Business Office

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

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Glenda Borejko Page 2 03/10/1998



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: March 1, 2012
SUBJECT: Certify 2011-2012 Fiscal Year Second 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.

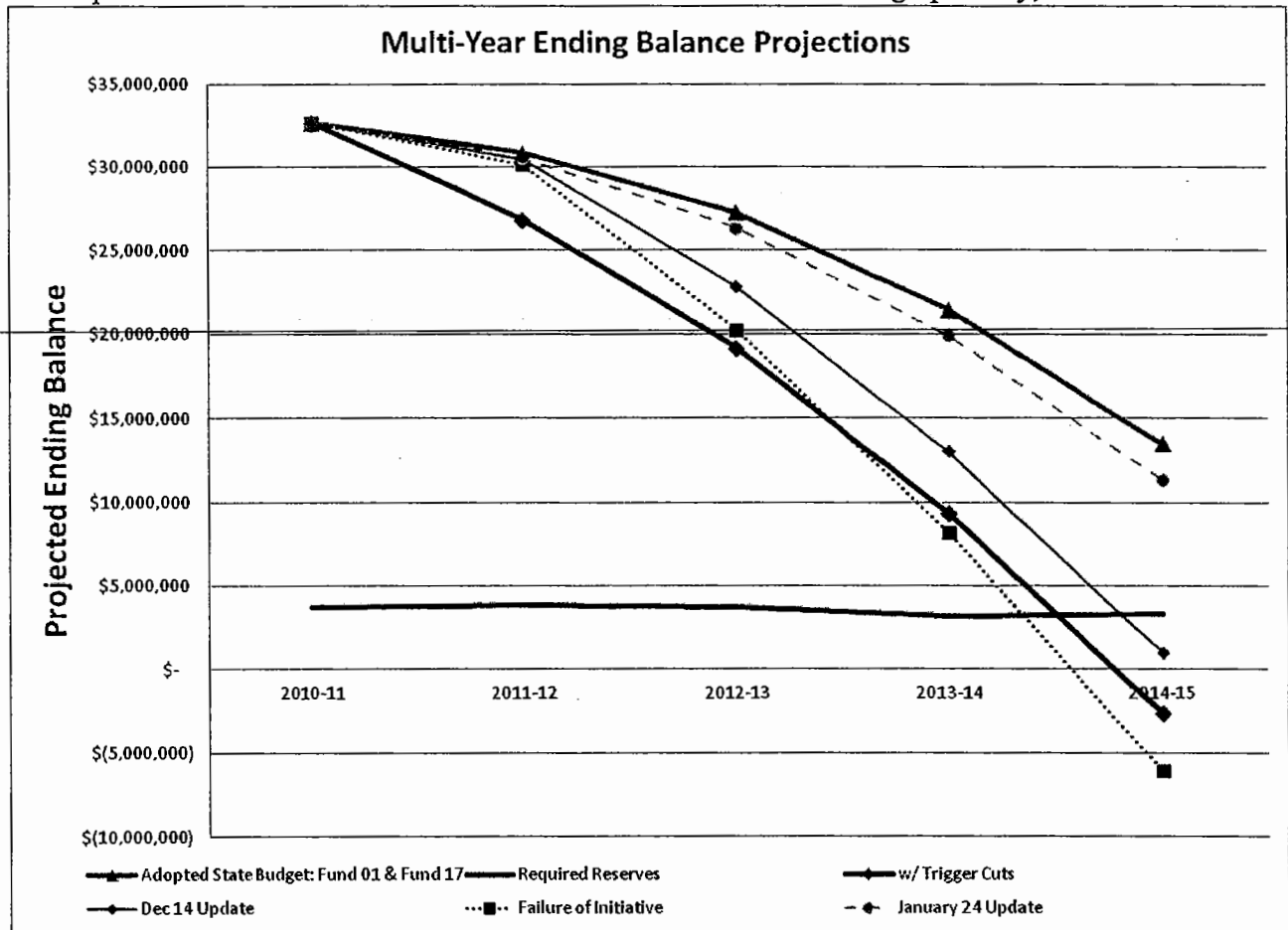
In addition to the AB1200 oversight responsibilities generated in 1992, additional oversight responsibilities were added in 2004 with AB2756 requiring the San Joaquin County Office of Education to add additional requirements that the Tracy Unified School District board review the assumptions supporting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

Labor negotiations have not been completed for the year, and it should be noted that the district is experiencing declining enrollment of approximately 75 students per year.

An additional concern is that, while some sectors of the economy appear to be improving, the State economy is still struggling. California is down 1 million jobs from 2007, and it is projected to take 4.5 more years to recover to 2007 employment levels. As a result, the state of California has a projected expenditures that are \$15 billion greater than projected revenues, what they call a structural budget gap.

Governor Brown has based his 2012-13 budget plan on an assumption that a November initiative to increase tax revenues will be approved by the voters. If the initiative is unsuccessful, Tracy Unified School District would expect further funding reductions of approximately \$5,500,000 per year. The budget also proposes a new model of funding schools, based on an unstated per-student formula. Some districts will benefit and others will suffer because of this redistribution. It is unknown what the impact will be to TUSD.

The impact of reductions associated with the failed initiative is shown graphically, below:



The May Revise will update assumptions, but the election is scheduled for November. This represents a fifth year of funding uncertainty where the assumptions are not known until much of the spending year is past.

FUNDING: The second 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 Second Year First Interim Report.

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



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: March 1, 2012
SUBJECT: Approve Memorandum of Understanding Addressing Special Education Services with Lammersville Unified School District

BACKGROUND: The former Lammersville Elementary District, previously serving grades K-8 within its boundaries, initiated a process to become a unified school district that ultimately led to the formation of the Lammersville Joint Unified School District (LUSD), effective July 1, 2011. The new LUSD is now responsible for providing educational services to residents of their boundaries from grades pre-kindergarten through 12th grade and beyond. In the process leading to Unification, TUSD and the former Lammersville Elementary District entered into an agreement, dated June 23, 2009, which set forth various rights and obligations of the two districts, including the issue of the provision of special education and related services to Lammersville Special Education Students prior to the opening of a high school within the Lammersville District.

FUNDING: The attached Memorandum of Understanding (MOU) seeks to address the provision and funding of special education and related services to be provided by the Tracy District on behalf of Lammersville Special Education Students.

RECOMMENDATION: Approve Memorandum of Understanding Addressing Special Education Services with Lammersville Unified School District.

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

**MEMORANDUM OF UNDERSTANDING ADDRESSING
SPECIAL EDUCATION SERVICES**

This Memorandum of Understanding (hereafter the "MOU"), dated February 29, 2012, is made and entered into between the Tracy Joint Unified School District (hereafter the "Tracy District"), and the Lammersville Joint Unified School District (hereafter the "Lammersville District"), collectively the "Districts," both school districts organized and existing under the laws of the State of California. This MOU addresses the provision of special education and related services for high-school aged and older students who reside within the Lammersville District ("Lammersville Special Education Students").

RECITALS:

WHEREAS, the former Lammersville Elementary District, previously serving grades K-8 within its boundaries, initiated a process to become a unified school district that ultimately led to the formation of the Lammersville Joint Unified School District, now serving grades kindergarten through 12th;

WHEREAS, in the process leading to Unification (as defined below), the Tracy District and the former Lammersville Elementary District entered into an agreement (the "Pre-Unification Agreement"), dated June 23, 2009;

WHEREAS, the Pre-Unification Agreement sets forth various rights and obligations of the former Lammersville Elementary District and the Tracy District including those in relation to the formation and operation of the Lammersville District, such as administrative arrangements and agreed upon procedures to accommodate students and programs, interdistrict attendance of pupils who are residents of the Lammersville District and the procedures and processes to carry out unification of the former Lammersville Elementary District (the "Unification") consistent with Education Code sections 35700 through 35785, along with the equitable division of resources following the Unification;

WHEREAS, Section 5.I of the Pre-Unification Agreement addresses the issue of the provision of special education and related services to Lammersville Special Education Students prior to the opening of a high school within the Lammersville District; and

WHEREAS, by way of this MOU, the Districts seek to address the provision and funding of special education and related services to be provided by the Tracy District on behalf of Lammersville Special Education Students.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the Districts do hereby agree as follows:

AGREEMENT:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Purpose. It is the intent of the Districts that this MOU shall serve as an agreement between the Districts regarding the provision and funding of special education and related services for Lammersville Special Education Students in concert with the Pre-Unification Agreement. In the event of any conflict between this MOU and the Pre-Unification Agreement, this MOU shall prevail. This Agreement is a year to year Agreement only, subject to renewal as described herein. Consequently, this Agreement is not intended to create any right(s) on the part of the students served hereunder to continue to be served by Tracy District following termination of this Agreement.
3. Term and Termination. The term of this MOU shall commence on the date first written above and terminate on July 1, 2012 ("Term"). This MOU shall automatically renew for additional one year terms until either District provides written notice to the other of its intent not to renew this Agreement. If written notice of intent not to renew the Agreement is provided on or before February 15th of a year, then this MOU shall terminate effective July 1st of that year. (e.g., if notice is provided on February 14, 2012, then the MOU shall terminate on July 1, 2012.) If such notice is provided after February 15th, then this MOU shall terminate on July 1st of the following year. (e.g., if notice is provided on February 16, 2012 or November 30, 2011, then the MOU shall terminate on July 1, 2013.) Although the MOU shall terminate on July 1, Tracy District shall calculate, and Lammersville shall pay, the applicable Encroachment (as defined below) for the preceding fiscal year in accordance with paragraphs 13 through 15, below. In the event that timely notice of termination is given, upon termination of this MOU, the Districts shall remain bound by the terms of the Pre-Unification Agreement as set forth therein.
4. Services for Lammersville Special Education Students. On a year to year basis, as required by the Pre-Unification Agreement, Tracy District shall serve all high school aged and older Lammersville Special Education Students for whom Tracy District has Capacity, as defined in paragraph 6 below, with the exceptions of Lammersville Special Education Students who are placed in a nonpublic school (which includes residential placement) ("NPS"), San Joaquin County Office of Education ("SJCOE") placement, or state schools for the deaf or blind. Service of Lammersville special education students by Tracy District shall mean permitting Lammersville special education students to attend Tracy schools and providing all special education and related services to such students, with the exceptions described herein.
5. Excluded Students. In addition to those students for whom there is a lack of Capacity, Tracy District will not be responsible for serving or funding Lammersville Special Education Students who are placed in NPS (including residential placement), SJCOE, or state schools for the deaf or blind programs. For students who are considered for, or may be exiting an NPS or SJCOE program, the Districts will work collaboratively to determine an appropriate program and placement for each such student, including but not limited to joint attendance at IEP meetings for these students, where necessary. If a disagreement between the Districts arises with regard to SJCOE/NPS placement, the Districts will meet and confer on the issue and use best efforts to resolve the matter between them.

6. Capacity. For purposes of this Agreement only, "Capacity" for special day classes for severely handicapped students ("SDC-SH") shall be 10 students per classroom. "Capacity" for case management for students with mild to moderate students ("SDC-MM") shall be 18 students.. Based upon the current population of Lammersville Special Education Students, Tracy District currently has capacity for all Lammersville Special Education Students, except those whose current (as of July 11, 2011) placement is an SJCOE, NPS, or SDC-SH placement. As of July 11, 2011, Tracy District has not refused admission to any Lammersville Special Education Students, and does not anticipate refusing admission to any such student, other than those students whose IEPs call for placement in an SJCOE or NPS placement, or an SH SDC. If Tracy District cannot accept a Lammersville Special Education Student due to lack of capacity or the absence of a program, Tracy District will promptly notify Lammersville District in writing of its decision not to accept the student and the basis for that decision.

7. Admissions and Exit Process. All high school-aged and older special education students of Lammersville District, will be considered for admission to Tracy District in accordance with the Pre-Unification Agreement. Consistent with the law, special education students will only be denied admission to Tracy District on the basis of their disability if either 1) Tracy District does not have Capacity for the student in its existing programs or 2) Tracy District would have to create a new program for the student. Lammersville Special Education Students who are accepted in Tracy District shall be deemed residents of Tracy District for the remainder of the school year (unless the exceptions described below applies), and the Pre-Unification Agreement and this Memorandum of Understanding, including provisions regarding funding, shall apply to such students. If a Lammersville Special Education Student who had been attending Tracy District is placed mid-year in an NPS (including residential) or SJCOE program, that student shall become Lammersville District's responsibility immediately upon his or her exit from the Tracy District program. If a Lammersville Special Education Student moves out of the Lammersville District boundaries, the Student will no longer be Tracy District's responsibility, unless an obligation independent of this Agreement compels Tracy District to continue to serve that Student (for example, see Paragraph 15 of this Agreement).

8. Obligation to Provide FAPE. Tracy District is responsible for providing a free appropriate public education and complying with all other applicable special education laws for students identified in this Agreement. Failure by the Tracy District to actually provide FAPE to Lammersville Special Education Students served under this Agreement shall be subject to the indemnification obligations set forth in paragraph 19 below.

9. Attendance at IEPs. Tracy District will invite Lammersville District to all IEP team meetings for Lammersville Special Education Students. Lammersville District, in its sole discretion, need not attend all meetings. Additionally, Tracy District will use its best efforts to give advance notice in writing to Lammersville District if any IEP meeting may directly impact Lammersville District, specifically including, but not limited to, IEP meetings in which students are considered for NPS (including residential) or SJCOE programs. If advance notice of such an IEP meeting is given, Lammersville District shall attend the IEP, unless the two districts agree otherwise .

10. Funding for Lammersville Special Education Students. Tracy District shall receive the ADA and all other federal and state funding for Lammersville District students served under this Agreement. To the extent that the funding received for Lammersville Special Education Students does not equal the actual cost of serving such students, Lammersville District shall be responsible for the reasonable excess cost ("Encroachment").

11. Encroachment Calculation. Lammersville District's Encroachment obligation to Tracy District shall be calculated as follows ("Encroachment Calculation"): Total Cost (defined below) of special education students served in a Tracy District special education program, minus Revenues (defined below) received by Tracy District for students enrolled in a Tracy District special education program, divided by the total number of special education students (both Tracy and Lammersville), multiplied by the total number of Lammersville Special Education Students.

a. "Total Cost" shall include Tracy District's cost of serving special education students who are in grades K-12 and reside within the boundaries of Tracy District and Lammersville Special Education Students who attend Tracy. "Total Cost" does not include any costs associated with:

(i). Tracy District students in SJCOE placements, NPS placements, or "70% NPS placements" ("70% NPS placements" is a SJCOE term which refers to students placed in an NPS by the Districts);

(ii). Tracy District's programs for preschoolers;

(iii). Salaries of the teachers and aides assigned to Tracy District's SDC-SH classes, except that during any time that a Lammersville Special Education Student is placed in a Tracy District SDC-SH class, Costs and Revenues associated with Tracy District's SDC-SH classes will be included in the Encroachment Calculation; and/or

(iv). Any costs associated with providing transportation for Tracy District or Lammersville District special education students, as such costs are addressed in a separate MOU between the Districts.

b. "Revenues" include all state and federal funding received by Tracy District for all Tracy District special education students and for all Lammersville Special Education Students who attend Tracy District programs. Funding received by Tracy District for students in Tracy District's SDC-SH classes will not be included in the calculation of Revenues, except for times when at least one Lammersville Special Education Student is placed in a Tracy District SDC-SH class.

c. The total number of Lammersville Students will be calculated twice per year, on the CASEMIS reporting dates. The Lammersville Student calculation for the December 31 billing date will be made on the first CASEMIS reporting date (approximately December 1). The Lammersville Student calculation for the June 30 billing date will be made on the second CASEMIS reporting date (approximately June 1).

d. The Encroachment Calculation does not include revenues or costs associated with the provision of mental health services formerly encompassed by AB 3632, due to the uncertainty under current law regarding those costs and revenues. The Districts may later meet to discuss how to address the provision of mental health services, including funding of

those services, after the legal and financial obligations regarding mental health become clearer. However, Lammersville District does agree that if Tracy District is required to provide or fund mental health services, Lammersville District will be responsible for the excess costs associated with these services. If the parties cannot agree upon a formula for excess costs, the formula described in this Agreement will be applied to mental health services.

12. Total Obligation. The cost to Lammersville District identified in the Encroachment Calculation will be Lammersville District's entire funding obligation for Lammersville Special Education Students who reside within the boundaries of Lammersville District but are served by Tracy District. Tracy District will not be entitled to any additional payment for specific services provided to particular students (other than mental health services and transportation).

13. Timing of Calculation and Payment. The Encroachment Calculation will be made twice per year, on December 31st and June 30th. Tracy District shall provide Lammersville District with a detailed explanation of the Encroachment Calculation, including but not limited to the total Encroachment for the relevant time period and supporting documentation, no later than January 31st and July 31st, respectively. Lammersville District shall pay any uncontested portion of the Encroachment billed by Tracy District within 60 days of receipt of the Encroachment Calculation. Lammersville District shall be obligated to pay 50% of any disputed amounts while a dispute is pending. Contesting a portion of the Encroachment requires a good faith/reasonable basis for the contest. Upon resolution of the dispute, whether via settlement agreement, final judgment, or other resolution, if the amount Lammersville District is ultimately determined responsible to pay Tracy District is greater than the 50% of the disputed amount that has already been paid, then Lammersville shall pay Tracy District interest on the difference between the final payment amount and the amount already paid. For example, if the disputed amount is \$100,000, and Lammersville District is ordered to pay \$60,000 total and has already paid \$50,000 pursuant to this Agreement, then Lammersville shall pay Tracy District interest on the remaining \$10,000. Likewise, if the amount Lammersville District is ultimately determined to pay Tracy District is less than the 50% of the disputed amount that Lammersville District has already paid, then Tracy shall refund the difference, and shall pay Lammersville District interest for the refunded amount. Interest shall be calculated at a 7% annual rate.

14. Annual Adjustment. Tracy District shall conduct a final adjustment each year on August 31st. This adjustment shall compare the previous two Encroachment Calculations with the Tracy District's final annual bookkeeping. If the adjustment shows that Lammersville District overpaid, Tracy District shall refund the difference to Lammersville within 60 days. If the adjustment shows that Lammersville District underpaid, Lammersville District shall pay the difference to Tracy District within 60 days of Lammersville District's receipt of the annual adjustment calculation, unless Lammersville District contests the discrepancy. In the event Lammersville District contests the adjustment, Lammersville District shall pay the uncontested amount as set forth in this section, and any contested amount shall be subject to section 15 below.

15. Holdover Students. Following termination of this Agreement, if any Lammersville District special education student(s) successfully assert(s) a right to remain a Tracy District student pursuant to Education Code §§46600, 56505 or any other applicable law,, the terms of this Agreement, including but not limited to payment obligations, will continue to apply to those students so long as those students continue to attend Tracy District programs. Tracy District shall take all reasonable actions to oppose student requests for holdover status, unless Tracy District and Lammersville District agree that a particular student has a legitimate legal right, which is not reasonably subject to dispute, to remain within Tracy District. If Tracy District believes a student has a legitimate legal right to remain within Tracy, and Lammersville disagrees, and the holdover request is therefore opposed by Tracy, and the student is ultimately allowed to attend Tracy District, the Lammersville District will reimburse Tracy District its reasonable expenses incurred in unsuccessfully opposing the holdover, in addition to the funding due under this Agreement.

16. Disputes. In the event of a disagreement between the Districts regarding the terms and conditions of this MOU, including but not limited to disputes regarding the Encroachment or annual adjustment amounts, the Districts hereby agree to meet and confer within two weeks following notice of the disagreement. Notwithstanding the Districts' good faith attempts to resolve such disagreement, if such disagreement cannot be mutually resolved within thirty days, the Districts shall reserve their respective rights to pursue any other remedies available at law or in equity.

17. Spirit of Cooperation. The Districts agree to interpret and implement the Pre-Unification Agreement and this MOU in an overall spirit of cooperation and coordination.

18. Record Retention Requirement. All records related to this MOU shall be retained for at least three years from the close of the applicable fiscal year.

19. Compliance with Law. The Districts shall comply and conform to any applicable municipal, state, and federal laws, regulations, orders, permits, requirements and rules, as may be amended from time to time, relating to this MOU throughout the entire Term of this MOU and any extension or renewal thereof.

20. Indemnification. The Tracy District agrees to indemnify, defend and hold harmless the Lammersville District, its respective officers, officials, agents, employees and representatives, from any and all claims, losses, liabilities, damages, demands, or expenses, including reasonable attorneys' fees and costs (collectively, the "Liabilities"), arising out of or in connection with the negligent or intentional acts or omissions, including but not limited to failure to comply with applicable special education law obligations to Lammersville Special Education Students, of the Tracy District, its officers, officials, agents, employees and representatives relating to the Tracy District's performance of its obligations under this MOU, except for such Liabilities caused by or arising out of the negligent acts of or omissions of, or the willful misconduct of the Lammersville District, or its respective officers, officials, agents, employees and representatives. The Lammersville District agrees to indemnify, defend and hold harmless the Tracy District, its officers, officials, agents, employees and representatives, from any and all Liabilities, arising out of or in connection with the negligent or intentional acts or omissions of the Lammersville District, its officers, officials, agents, employees and representatives relating to

the Lammersville District's performance of its obligations under this MOU, except for such Liabilities caused by or arising out of the negligent acts of or omissions of, or the willful misconduct of the Tracy District, or its officers, officials, agents, employees and representatives.

In the event this Indemnification clause is invoked, the indemnitor shall have the option to hire legal representation to jointly represent the Parties, except in the case of a conflict of interest on the part of the legal representative. Each party reserves the right to waive or not waive conflicts of interests on the part of the legal representative.

20. Notices. Any notice to the other party shall be in writing and given by delivering the same to such party: (a) in person; (b) by sending the same by registered or certified mail, return receipt requested, with postage prepaid; or (c) by delivering any notice by nationally recognized overnight delivery service (such as Federal Express) for next business day delivery to the following addresses:

If to the Tracy District: Tracy Joint Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376
Attn: Superintendent

With a copy to: McArthur & Levin, LLP
637 North Santa Cruz Avenue
Los Gatos, CA 95030
Attn: Rod Levin

If to the Lammersville District: Lammersville Joint Unified School District
300 Legacy Drive
Mountain House, CA 95391
Attn: Superintendent

With a copy to: Lozano Smith
2001 North Main Street, Suite 650
Walnut Creek, CA 94596
Attn: Harold M. Freiman

Any party may change its mailing address at any time by giving written notice of such change to the other parties in the manner provided therein. All notices under this MOU shall be deemed given, received, made or communicated on the date personal delivery is effected, or if mailed or sent by overnight delivery service, on the delivery date or attempted delivery date shown in the return receipt. No party shall refuse or evade delivery of any notice.

21. Binding Effect. This MOU shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

22. Amendments, Changes and Modifications. This MOU shall not be amended, changed, modified or altered without the written agreement of all parties hereto.

23. Severability. If any term, provision, covenant or condition of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and this MOU shall remain in full force and effect.

24. Entire Agreement. As of the date of this MOU as set forth above, this MOU and the Pre-Unification Agreement constitute the sole and only agreements between the Districts concerning their rights and duties in connection with the matters specified herein/therein. Any prior agreements or representations between the Districts regarding those matters are null and void unless expressly set forth in this MOU and/or the Pre-Unification Agreement.

25. Governing Law. This MOU shall be construed in accordance with and governed by the laws of the State of California. Any action to enforce or interpret this MOU shall be brought in San Joaquin County, California.

26. Counterparts. This MOU may be executed in counterparts and all counterparts so executed shall constitute one agreement binding on all the parties hereto. It shall not be necessary for each party to execute the same counterpart.

IN WITNESS WHEREOF, the parties hereby have executed this Memorandum of Understanding as of the date first written above.

TRACY DISTRICT:

TRACY JOINT UNIFIED SCHOOL DISTRICT,
a school district

By: _____
James Franco, Superintendent

LAMMERSVILLE DISTRICT:

LAMMERSVILLE JOINT UNIFIED SCHOOL
DISTRICT, a school district

By: _____
Dale H. Hansen, Superintendent



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: February 28, 2012
SUBJECT: Approve the Parent Handbook for the South/West Park State Preschool for the 2011 – 2012 School Year

BACKGROUND: As part of the Federal Program Monitoring (FPM) for the District, specific items are reviewed by the Federal Program Monitoring Team. In preparation for the on line review on March 17, 2012, the California Department of Child Development Division requires that the Governing Board formally approve the revised Parent Handbook for the State Preschool located at South/West Park.

RATIONALE: The Parent Handbook covers: State preschool policies, procedures, goals, objectives, school curriculum and how parents can support learning at home. It also addresses parent involvement, conferences, attendance policy, nutritional programs, and program eligibility criteria. This agenda item supports District Goal #3: Provide a safe and equitable learning environment for all students and staff, as well as South/West Park Elementary School Goal #4 - Parent Involvement: Strategies to encourage parent involvement and provide parent education.

FUNDING: Not Applicable

RECOMMENDATION: Approve the Parent Handbook for the South/West Park State Preschool for the 2011 – 2012 School Year

Prepared by: Ramona Soto-Barajas, Principal, South/West Park Elementary School

WELCOME



STATE PRESCHOOL

PARENT HANDBOOK

Tracy Unified School District
South/West Park Elementary School
501 W Mt. Oso Ave.
Tracy, CA 95376
Phone (209) 830-3335
Fax (209) 830-3336

2011-2012
Board approved March 2012

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WELCOME

Tracy Unified School District /South/West Park Elementary School would like to welcome you and your child. Your State Preschool program is a 3 1/2-hour learning experience for your 4 year old and you. It is our hope that this booklet will help to prepare your child and you for some of the experiences you will have this year.

Preschool Staff:

Dora L. Contreras: Preschool Director
Dorothy Murray: Preschool Secretary
Delia Rodriguez: Preschool Teacher
Sandra Arce: Preschool Teacher
Sandra Vargas: Preschool Para-educator
Virgen Del Rio: Preschool Para-educator

Class hours:

AM Preschool8:00-11:30
PM Preschool....11:00-2:30

The Preschool days of operation are 180 days per year, Monday through Friday.

South/West Park Administration:

Ramona Soto-Barajas: Principal
Juan Lopez: Assistant Principal

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PHILOSOPHY AND GOALS OF OUR PRESCHOOL PROGRAM

We believe that the child is the major focus of the Preschool program. Each child brings unique experiences, expectations, emotions, attitudes, and abilities to the classroom. It is essential that the individual characteristics of each child be accepted, understood, and nurtured.

We believe that children actively construct their understanding of the world through a continuous interaction with their environment. They are eager to discover ideas to look for patterns and relationships, and to form generalizations. Through spontaneous activity, play, carefully prepared materials, and guided experience, children gain confidence in their abilities.

We believe the Preschool environment should provide opportunities for experimentation, exploration, discovery, challenge, and interaction. An atmosphere of understanding, concern, and compassion should surround the preschool child in this most important school experience.

We believe that early school experiences should contribute positively to the future development of adults who will live fulfilled lives and be effective members of our democratic society.

Program Goals:

The overall goals of the Tracy Unified School District, Child Development Program are:

- To develop a positive self-image and an appreciation for cultural diversity
- To enhance cognitive, language, creative, social and imaginative skills.
- To develop gross and fine motor skills.
- To nurture an appreciation for the fine arts, music, recreation, and community involvement.

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Desired Results Developmental Profiles

A developmental profile is maintained for each child enrolled in the program. This profile includes a record of each child's physical, cognitive, social and emotional development and is shared with the parent during conferences in November and May of the school year. The Desired Results Developmental Profile (DRDP) is also used to plan appropriate activities to address learning needs.



Introduction to Desired Results

Desired Results for Children and Families is a system that documents child and family progress and provides information to help our agency improve our service to you.

A desired result is a condition of well-being for children and families. Desired results reflect the positive effects of our program on the functioning of children and families.

~~We use these results to determine how much children and families are benefiting from our activities and make changes accordingly.~~

The six basic components of the desired results system are listed below.

1. Children are personally and socially competent.
2. Children are effective learners.
3. Children show physical and motor competence.
4. Children are safe and healthy.
5. Families support their children's learning and development.
6. Families achieve their goals.



A Parent Survey is distributed to participating families once a year to determine program effectiveness and to identify areas needing improvement. In addition, each family fills out a Needs Assessment upon enrollment and health and social service referrals are made to community resources when necessary.

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The Early Childhood Environmental Rating Scale (ECERS) is an assessment tool used to measure high quality in the preschools. ECERS provides an overall picture of the surroundings that have been created for the children and adults who share an early childhood setting. The ECERS consists of 43 items that assess the quality of the early childhood environment including use of space, materials and experiences to enhance children's development, daily schedule, and supervision.

A program self evaluation is conducted utilizing all three instruments (Desired Results Developmental profile, Parent Survey, and the ECERS). An action plan is written to address areas needing improvement.

Early School Success

It is the goal of South/West Park Elementary School to ensure that every child has a successful school experience. "All Students Can Learn."

Our preschool program is unique because we are part of the Tracy Unified School District located on the West Park Campus of South/West Park Elementary School. The preschool participates in all school-wide activities such as fundraisers, student of the month and other school community activities.



What Can I Expect My Child to Learn in Preschool?

In Preschool, children learn many new things about themselves and school. They develop attitudes, habits, and skills that will make a difference in how well they do in school. You can expect your child to:

- Develop a good attitude about self and school
- Learn how to work alone and with others
- Become responsible about duties
- Grow in skills of listening, observing, planning and experimenting

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Children are often excited about starting school – and a little afraid. Starting school means:

- being away from you
- learning new routines and new rules
- following directions from other adults
- getting along with other children



How You Can Help Prepare Your Child For School:

- Read stories and poems regularly at home.
 - Have conversations with one another
 - Listen to and answer questions.
 - Teach good health habits.
 - Practice good safety rules.
 - Provide chances for your child to play with other children.
 - Guide your children's use of television, VCR's and video games.
 - Practice tying their own shoes, putting on their own coats, and sweaters, buttoning, zipping, etc.
-
- Explain that good manners help people get along with each other.
 - Have your child make choices (for example, which socks to wear). Making choices builds independence and confidence.
 - Adjust your child's sleeping and eating times to the school-year schedule.
 - Play card or board games that involve taking turns.
 - Say "please" and "thank you" often – your child will too.
 - Let your child help choose school clothes that are sturdy and fit well– not too fancy. Plan to set them out the night before.
 - Praise your child when you see him or her sharing toys or helping others.
 - Ask your child to pick up toys at the end of play & thank him/her.
 - Encourage your child to use the toilet and wash hands by him/herself. It helps if clothing is easy to put on and take off.
 - Encourage the artist in your child. Provide crayons, safety scissors, and large sheets of paper.
 - As the first day nears, stay positive about school – and proud of your child. Your little one is a "big kid" now!

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Early Literacy

Children benefit in different ways from different kinds of reading and writing experiences. Therefore, in our classroom we use a combination of approaches based on a whole language philosophy so that all children have the opportunity to be successful in reading and writing.

The following are the approaches we use as recommended by the State of California Language Arts Framework.

1. Quality children's literature is read aloud to the students.
2. Shared reading experiences are provided with quality literature and big books.
3. Literature is used as a basis for oral language development in the primary language.
4. Reading is also taught in the context of poems, songs, and chants.
5. The students read independently on a daily basis during silent sustained reading and the home reading program.
6. Reading skills are taught in the context of reading instruction with literature.
7. Literature is used as a model for writing experience.
8. Students write in journals in response to their experiences.
9. Writing skills are taught in the context of the students' writing.
10. Visual and performing arts are integrated in the reading themes – drama, music, dance, poetry, art, etc.
11. Social studies and science are integrated into the reading themes, whenever possible.



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MATHEMATICS/SCIENCE

Current research states that the most effective way to teach children math is by stressing real-life mathematical experiences rather than pages and pages of abstract drill. Therefore, the children in our classroom become actively involved with concrete materials to understand the concepts taught. Over the school year, the children will use manipulatives and be provided experiences to build a foundation for understanding pattern, sorting and classifying, graphing, measurement, addition and subtraction probability and place value.

Science is also learned best with a hands-on approach. Your child will have many opportunities to do and learn.



HIGH SCOPE CURRICULUM

The High/Scope curriculum is an integrated part of our preschool program. Since we believe that children learn best by pursuing their personal interests and goals, children in High/Scope settings are encouraged to make choices about materials and activities throughout the day. As they pursue their choices and plans, children explore, ask and answer questions, solve problems, and interact with classmates and adults. In this kind of environment, children naturally engage in "key experiences" – activities that foster developmentally important skills and abilities. The key experiences are grouped into 10 categories: creative representation, language and literacy, initiative and social relations, movement, music, classification, seriation, number, space, and time.



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PARENT, COMMUNITY INVOLVEMENT and EDUCATION:

Parent participation is one of the most important aspects of the preschool program. You are a very necessary contributor to your child's learning process and you are essential to a well functioning, successful preschool program.

A parent orientation meeting will be held at the beginning of the program year. During this orientation, you will be informed about topics such as: program philosophy, program goals and objectives, program activities, eligibility criteria and priorities for enrollment, and due process procedures.

During the school year, our Preschool teachers will plan to confer with parents and discuss individual pupil's growth and progress. Two scheduled conferences are held with all parents during the months of November and May. If you feel you need to speak to your child's teacher, at other times, please call the school any time to arrange a conference. We strongly believe in open communication between home and school.

The program maintains an "Open Door Policy" which encourages parents and the community to participate in the daily activities whenever possible. We must maintain a ratio of 1:8 in the preschool classroom, so you are wanted and needed. Please sign up to participate.

A Preschool Parent Advisory Committee that advises us on issues related to program services to families and children will be organized utilizing volunteers from each preschool classroom. The Committee's main function will be to evaluate our program utilizing the ECERS (Early Childhood Environmental Rating Scale) and to assist in making decisions for program implementation.

Three educational workshops will be presented to parents during the school year. The topics will include: "How to be an Effective Parent volunteer", "Developing Early Literacy", "How Children learn through Play" and "Transition to Kindergarten."

The South/West Park State Preschool partners with businesses, merchants, and services in the area. Field trips in the community are provided for the students throughout the school year. We enlist special donations (specific items) from businesses to enhance our program. The local paper runs articles about news and such regarding the South/West Park State Preschool.

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Social Services

Participating families fill out a Health and Social Services Needs Assessment at registration and the needs of the child and family re identified. The families are referred to appropriate agencies based on their health and social service needs. Agencies such as "Healthy Connections" provide social services for families in crisis (lack of housing, emergency food and clothing, utility payments, immigration, victim witness, drug and alcohol abuse, domestic violence, etc).

The "Family, Resource and Referral" agency addresses child care needs, nutrition education, etc. Dr. Razi, dentist, conducts dental education and provides free dental screenings. We do a follow-up with the parents to see that the needs have been met.



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Classroom Participation Policy

Children not enrolled in the State Preschool program are not permitted to remain in the classroom during class time per Community Care Licensing Regulations. Childcare is provided for parent volunteers at our South campus.

Anyone who comes to help in the classroom must have a current negative TB test or chest x-ray results. In addition, new volunteers must go through an approval process.

1. Complete a Volunteer Application
2. Our Human Resource's Office will call the volunteer to schedule a fingerprinting appointment

Be a partner in your child's first experience at school. You are a very important part of your child's learning.

HAVE FUN WITH YOUR CHILD!!

There are many ways a parent may help in the preschool classroom. Some of them are:

1. Helping in the classroom at least twice a month or 7 hours per month.
2. Attending educational in-services.
3. Helping with field trips
4. Helping out with fundraisers
5. Keeping scheduled appointments
6. Meeting and talking to other parents and the staff
7. Being comfortable in the classroom
8. Becoming aware of policies and procedures
9. Assisting staff with special requests
10. Learning about public meetings and legislation
11. Getting to know your elementary school.
12. Taking advantage of special opportunities
13. Serving on the Preschool Parent Advisory Committee.



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Attendance Policy

You are responsible for having your child attend the program as stated in your contract. It is expected that you follow this attendance contract unless your child is ill, or there are special circumstances that do not permit your child to attend. You must notify the staff of absences (before 9:00 AM), and give a reason for the absence. Children who are absent 5 days or more without notification may be dropped from the class.

Excused Absences

1. Illness or quarantine of the child
2. Illness or quarantine of the parent
3. Child or parent treatment/therapy/nutrition/medical and dental appointments
4. Court ordered visitations (court order must be on file)
5. Family emergency
6. A reason that is clearly in the best interest of the child (limited to 10 days per fiscal year).

The District defines "family emergency" as:

1. Death in the family/ Funeral
2. Court appearance by parent or child
3. Weather
4. An emergency or situation of a temporary matter:
 - accident/illness/of family member
 - medical appointments for siblings
 - appointments that require a full day of waiting
 - unexpected transportation problems
 - Utility outage
 - earthquake

The District defines "in the best interest of the child" as:

1. An observance of a holiday or ceremony of the child's religion
2. Family vacation or parent day off
3. Time spent with relatives
4. Child's birthday

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UNEXCUSED ABSENCES

Examples of Unexcused absences are: (but not limited to)

1. The child does not "feel" like coming to school.
2. The child stays home to "sleep in".
3. The parents over sleep.

The consequences each year for unexcused absences are as follows:

When Unexcused Absences have reached 3 days:

1. The parent will be advised of the absence policy.
2. The teacher will record the absence on the absence form and give the parent a copy.

When unexcused absences have reached 4 days:

-
1. The parent will be advised of the absence policy.
 1. The staff will record the absence on the absence form and give the parent a copy.
 2. The parent will be referred to the director/designee and advised that the next unexcused absence will result in termination from the program.

When unexcused absences have reached 5 days:

1. A "Notice of Action" to terminate services will be sent to the parents via certified mail, stating that your childcare services will be terminated due to unexcused absences.

Children who have 5 unexcused absences may be dropped from the program.
--

Tardies

It is the responsibility of the parent/guardian to have his/her child arrive promptly at the start of class. State Preschool class is considered to start after the time it takes for adults to sign their child in, approximately 5 minutes... The consequences for tardies are as follows:

1st, 2nd, 3rd, 4th Tardies:

- The parent will be advised of the starting time for the class and of the State Preschool policy regarding tardies.
- Staff will record the tardy and give a copy of the tardy form to the parent.

5th Tardy:

- The teacher will hold a conference with the parent
 - At this conference the teacher will:
 - a. Inform the parent of the starting time for the class and of the State Preschool policy regarding tardies.
 - b. Record the tardy.
 - c. Inform the parent that any further tardies will result in a referral to the director
 - d. Give a written notice to the director stating the number of tardies that have occurred (copy to parent).
-

6th Tardy:

- The director will hold a conference with the parent for intervention.

Child Emergencies

If a child is injured or becomes ill at school, the parents will be notified. In the event you cannot be reached, the alternate emergency names and numbers you have provided on the emergency form will be called. The staff will make the child comfortable and remain with her/him until you arrive.

It is extremely important that our staff is aware of your daily schedule and any changes in emergency information, (e.g. names of individuals with permission to pick up your child, and telephone number changes).

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Signing-In & Out

- The enrolled child must be accompanied to school by an adult (18 or older). Each accompanying adult must sign the child in and out on the sign-in and out sheet using the exact time of arrival and departure (not the class time) and sign their full legible name (no initials). The sign-in sheets are used for roll call in an emergency situation. Children not properly signed in/out may be considered absent without excuse. The teacher will conduct a health check. Ill children will not be allowed to stay.
 - Children will not be released to persons not listed on the emergency card.
-
- In the event of an emergency and someone other than an authorized adult is to pick up your child, you must call the school and follow up with a written note giving the authorization.
 - Those on emergency card must show an I.D.
 - Families who have court orders restricting adults who can have contact with their children must provide a photocopy of the court order and a photograph of the individual to be included in their family files.



Late Pick-Up

It is the responsibility of the parent/guardian to pick their child up promptly at the end of class. Late pick-up is any time after the sign-out time is completed at the end of class, a period of approximately 5 minutes.

Procedure to follow for Late Pick-up:

1. Parent will be called.
2. If parent cannot be reached, emergency contacts will be called.
3. If emergency contacts cannot be reached, or are unable to pick up child, principal will be notified.
4. If a parent or emergency contact has not been reached by one hour after class or one hour after closing time, the child may be sent to the principal's office or the Tracy Police Department or the San Joaquin County Sheriff's Department may be called.
5. Parents who arrive late may have to pick up their child at the principal's office or at the Tracy Police or San Joaquin County Sheriff's Department.
6. Parents who are chronically late to pick up their children will be referred to the principal/director for a drop policy review meeting.



TERMINATIONS

A family may be terminated for any of the following causes:

1. Five days of unexcused absences.
 2. Violation of the late arrival pick-up policy following a drop review meeting.
 3. Non attendance at a drop review meeting.
 4. Unsafe conduct on school grounds or parking lot by family member or other person acting on behalf of the parent guardian or child.
 5. Disruptive or defiant actions toward staff parents or children by family member or child.
 6. Failure to provide necessary documentation information.
-
7. Failure to observe program policies and procedures.
 8. Failure to follow contract or comply with contracted time.
 9. False statements made by parent or guardian on any enrollment documentation.
 10. Noncompliance with health immunization requirements/physical examination parent TB test.
 11. IMMEDIATE TERMINATION for violations of the Education Code regarding fire arms, alcohol drugs, physical altercations, theft, destruction of property, immoral conduct, etc. which result in harm to person or property, by family member or child.

PROCEDURE

1. Parent will be notified in writing upon enrollment of termination policies.
2. Violations of items one (1) through (10) will be given a verbal warning for the first offense, written warning at second offense and a Notice of Action for termination in ten school days for third offense.
3. Violations of item (11) will result in immediate suspension and termination from program per Board or designee.
- 4.

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APPEAL PROCEDURES

To appeal the action proposed on the Notice of Action form, file a written request for a hearing within fourteen (14) calendar days of the parent receipt of the Notice of Action form. The first appeal is to be filed with the agency from which the



parent receives preschool service. Deliver that appeal request to Tracy Unified School District Special Programs. The appeal hearing will be with people who are at least one level above the person who made the consented decision.

During the hearing, the parent may speak for himself or herself or may be represented by a friend, attorney, or other spokesperson.



PARENT BULLETIN BOARD

Please check the bulletin board on a daily basis for announcements, articles of interest, parent notices, community resources and other information.

HEALTH

1. Basic hygiene, including hand washing and tooth brushing are included in the curriculum. Classroom surfaces are sanitized on a regular basis.
2. During the registration period or any time thereafter, inform the teacher of any allergies or health problems the child may have.
3. Every day your child will be checked for fever, runny nose, rash, lice, eye infection, colds, vomiting, coughs, and diarrhea. Children with any of these symptoms cannot come to school. Children should only attend school if they are able to participate in ALL activities
4. Each child must receive a complete medical exam, if one has not already been completed.
5. Immunizations must be up to date before enrollment.
6. Every child must receive a TB test and clearance. Classroom volunteers must also have a TB test and clearance.



NUTRITION/CAFETERIA

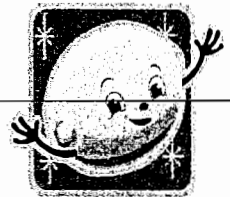
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Mealtime is a multi-purpose activity; in addition to nutrition, it provides an opportunity to socialize and learn. Morning class provides breakfast and lunch. Afternoon class provides lunch and snack. Food must not be taken home. Food is never used as a reward or punishment. Free/Reduced lunch applications are given to families to complete at orientation. Menus are posted on the parent bulletin board in the classroom. Menus will be sent home monthly.

Food substitutions can be made for students only with a physician's statement of need. Also, juice can be substituted for milk when the parent provides a statement of need from the child's physician.

Parents may not bring food that has been prepared at home or snacks from home to share with the class; shared food must be commercially prepared.



BIRTHDAYS

Preschool children are encouraged to celebrate their birthdays at school. We suggest fruit, nuts, cookies, cheese crackers, etc. Children with summer birthdays may celebrate an "un-birthday" on a day of their choice during the school year. Please contact the teacher prior to your child's birthday. Also, inform the teacher if your religion does not permit your child to participate in these celebrations.

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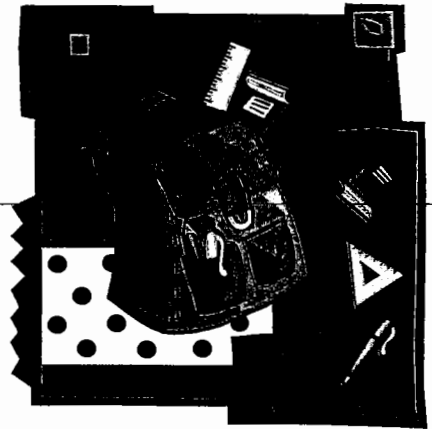


CLOTHING/SUPPLIES

PROTECT YOUR CHILD'S BELONGINGS, LABEL EVERYTHING.

Your child will participate in a variety of experiences designed to enhance his/her social, emotional, physical and intellectual development. These experiences include activities such as painting, pasting, movement and outdoor play.

Please do not request your child to remain clean at school, as this will limit his/her activities for creative play during the day. Children should not come to school with thongs, sandals, or open-toed shoes. These are not safe for dirt, gravel, sand or climbing equipment as they may slip and fall or stub their toes. Sturdy shoes with non-slip soles or tennis shoes are recommended.



Also, please send an extra set of clothes for your child, (accidents can happen) which will be kept in your child's cubby and replaced as needed.

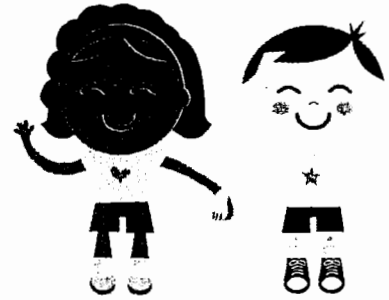
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Child Abuse Reporting

In accordance with the California Department of Social Services, all employees of TVSD are mandated reporters. This means that staff must report suspicion or knowledge of child abuse or neglect. The proper authorities must be notified if there is any evidence such as:

- Physical or psychological abuse.
- Child neglect, i.e. failure to provide food, clothing, and shelter even if no physical injury is evident.
- Sexual abuse, assault or child molestation.



Car Safety Law

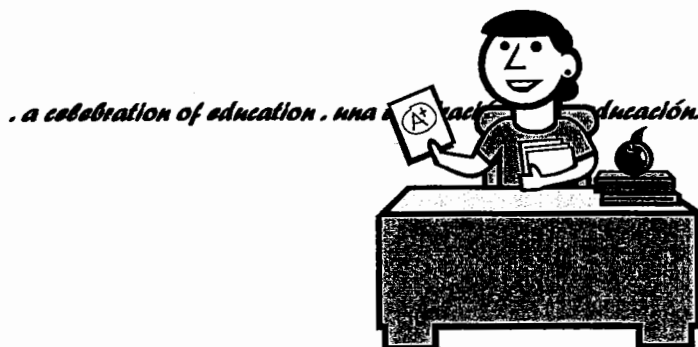


New California State law effective Jan 1, 2012, requires that children be secured in an appropriate child passenger restraint (safety or booster seat) in the back seat until they are at least 8 years old or 4 feet 9 inches or taller. Additionally, State law forbids leaving children unattended in a vehicle. If children are left unattended in a vehicle in the parking lot, the police will be notified immediately.

Staff Development

Our State Preschool teachers hold a current Child Development Permit from the California Commission on Teacher Credentialing.

- New employees are provided an orientation to help them understand agency policies and how they relate to their specific job description.
- We support staff development through monthly meetings in which training is provided regarding areas of DRDP, ECERS, Foundation, Curriculum Framework, and the needs of specific children. Staff is provided with info about local conferences and trainings and encouraged to attend. Each staff member is encouraged and challenged to continue their education and training to reach the next permit level on the California Child development Matrix. All staff are encouraged to maintain membership in the National Association for the Education of Young Children (NAEYC).
- Staff members are formally evaluated annually as well as given ongoing information and instruction.
- All employees are provided with continuous information in form of email, phone and newsletters, which enable them to fulfill their duties and responsibilities.



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Eligibility Criteria for Program

Eligibility is established at the time of enrollment and the family is eligible for the program the rest of the year. First priority is given to children, receiving child protective services and families whose children are at risk of being neglected, abused, or exploited. Second priority is given to eligible four year olds. Third priority is given to eligible three year olds. Within these priorities, families with the lowest adjusted gross monthly income are admitted first.

Non-Discrimination Policy

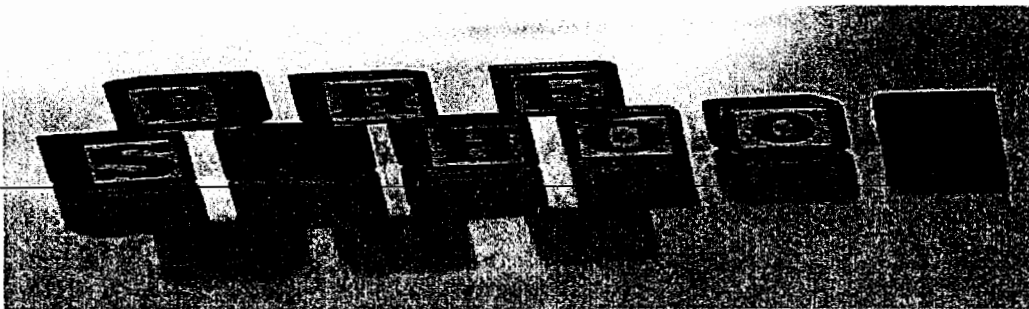
The Preschool Program does not discriminate when determining which children will be served. The program does not discriminate on the basis of sex, sexual orientation, gender, race, religion, ethnicity, national origin, color, or mental or physical disability, in determining which children are served.

The Preschool Program:

- Welcomes the enrollment of children with disabilities
- Understands the requirement of the Americans with Disabilities Act (ADA) to make reasonable accommodations for such children and implements appropriate accommodations.
- Additionally, the Preschool Program refrains from all forms of religious instruction or worship.

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Enrollment Procedures

State guidelines require the following items in order to enroll your child:

1. A completed application
2. Verification of income
3. Birth certificate or other supporting documents to determine family size (child custody court order, adoption documents, foster care placement records, school or medical records, County welfare department records or other reliable documentation indicating the relationship of the child to you).
4. Immunizations (shot record)
5. TB test
6. Physical examination/TB test
7. A completed emergency card with at least two emergency alternates
8. Verification of family address

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9. Attendance at a parent orientation meeting.

Immunizations

It is required that each child upon enrollment in the program will have had:

- 3 doses of Polio Vaccine
- 4 doses of DTP
- 1 dose of MMR (after 1st birthday)
- 1 HIB (after 1st birthday)
- TB Clearance
- 1 Varicella (after 1st birthday)
- 3 Hepatitis B



Legal Issues:

If you have legal issues, relating to custody suits or restraining order, whether settled or in progress, copies of the court orders must be on file with this agency as part of the enrollment process. Our responsibility is to maintain a safe learning environment for all children.

Income Documentation Requirements for State Preschool

Prior to enrollment or if any changes, you will be required to provide:

- Consecutive pay stubs for the most recent month prior to acceptance into the program
- If self-employed, South/West Park Preschool will verify income documentation and may contact clients to verify the stated income
- Court-ordered child support documents, if applicable or affidavit of child/spousal support
- Documentation of cash aid, unemployment checks, or disability payments, if applicable
- If seasonally employed, verification of income for the 12 months prior to enrollment
- Documentation of any child support which you pay
- Verification of absent parent will be required

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You are also required to verify:

- All family members in your household
- Your address

Parent's/Guardian's Rights

Parents have guaranteed rights. A copy of these rights is given to each parent when enrolling their child and another copy is posted in the classroom.

Corporal Punishment

District programs are prohibited from the use of corporal punishment.

Guidance and Discipline

The Preschool Program provides an environment where discipline occurs naturally through a combination of continued support setting limits, reminders, and encouragement. Children differ widely, but inappropriate behavior can be lessened by the use of a range of guidance techniques.

- Diverting the child and redirecting him/her to a new activity
- Recalling rules to internalize positive behaviors
- Problem solving and discussion
- Providing a related consequence appropriate to the situation and the child's developmental level
- Having the child take a break from an activity

Occasionally, the most common methods are ineffective. When inappropriate behavior continues, or when the inappropriate behavior becomes disruptive to the program, the child will be referred to the Student Study Team. The team will review the child's behavior and discuss strategies for dealing with the behavior. Parents will be asked to support discipline strategies at home to provide the child with consistent behavioral boundaries. The team will review the child's progress and will make a recommendation to the principal/director regarding the child's continued enrollment in the program.

Please understand that a group program such as ours is not appropriate for all children. In the event that a child cannot benefit from our program, we reserve the right to recommend disenrollment.

South/West Park State Preschool Program

ACKNOWLEDGMENT

Child's Name

I wish to acknowledge that I received, read and understand the contents of the Preschool Parent Handbook. As a parent or guardian of a child enrolled in the program, I will follow the policies and procedures of the program as detailed in the Parent Handbook. I will also work collaboratively and in partnership with the preschool staff to ensure compliance with local, state and federal regulations as required in the daily operation of the preschool program offered for young children.

I have received:

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- ☐ An orientation for parents which includes program philosophy, program goals and objectives, program activities, eligibility requirements, and due process procedures.

Parent rights ☐

Personal rights ☐

Parent/ Guardian Signature

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: April 21, 2008
SUBJECT: **Accept and Certify Public Disclosure of Collective Bargaining Agreement**

BACKGROUND: On February 14, 2012, the Tentative Agreement between the California School Employees Association and the Tracy Unified School District for the 2011-12, 2012-13, and 2013-14 was approved at the Regular Meeting of the Governing Board, Tracy Unified School District.

To remain compliant with AB1200 (Statutes of 1991, Chapter 1213) and Government Codes 3547.5 and 3540.2.(d), the Disclosure of Collective Bargaining ("Public Disclosure Form") is presented for public disclosure.

RECOMMENDATION: **Accept and Certify Public Disclosure of Collective Bargaining Agreement**

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

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: California School Employees Assoc. - Tracy Chapter #98

Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2011 and ending: June 30, 2012
(date) (date)

The Governing Board will act upon this agreement on: March 13, 2012
(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. Salary Schedule (This is to include Step and Column, which is also reported separately in Item 6)	\$ 17,356,105	\$ -	\$ 173,561	\$ 192,826
Annual Settlement %:		0.00%	0.00%	0.00%
Cummulative Settlement On-going %:		0.00%	0.00%	0.00%
Step & Column % Cost:		0.00%	1.00%	1.11%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, etc.	\$ -	\$ -	\$ -	\$ -
Description of other compensation				
3. Statutory Benefits STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 3,647,731	\$ -	\$ 42,316	\$ 47,620
		0.00%	1.16%	1.29%
4. Health/Welfare Plans	\$ 3,566,540	\$ -	\$ 35,665	\$ 39,624
		0.00%	1.00%	1.10%
5. Total Compensation Add Items 1 thru 4 to equal 5	\$ 24,570,377	\$ -	\$ 251,542	\$ 280,071
		0.00%	1.02%	1.13%
6. Step and Column Due to movement plus any changes due to settlement. Included in Item No. 1 above.	\$ -	\$ -	\$ 173,561	\$ 192,826
7. Total Number of Represented Employees (Use FTE's if appropriate)	458.4			
8. Total Compensation Cost for Average Employee	\$ 53,600	\$ -	\$ 549	\$ 611
		0.00%	1.02%	1.13%

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 change.

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 \$8,482

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	March 13, 2012 Date
Dr. Casey Goodall	(209) 830-3200
Contact Person	Phone Number
After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on March 13, 2012, took action to approve the proposed Agreement with the California School Employees Association - Tracy Chapter #98 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	March 13, 2012 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.

In accordance with the requirements of Government Code Section 3547.5 (b), the Superintendent and Chief Business Official of

Tracy Joint Unified School District,

hereby certify that the District can meet the costs incurred under this agreement between the District and the California School Employees Association - Tracy Chapter #98 Bargaining Unit for the current and subsequent fiscal years.

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

March 13, 2012

Date

Chief Business Official Signature

March 13, 2012

Date

