

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, MAY 22, 2012

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

**TIME: 5:15 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 Intra District Attendance Appeal – 2011-2012/AA3

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

3.1.2 Intra District Attendance Appeal – 2011-2012/AA4

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

3.1.3 Finding of Fact #11-12/84, 100, 101, 102, 104, 107, 109, 110

3.1.4 Waiver of Expulsion #11-12/12, 13

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

3.1.5 Early Graduation WHS#1022416, 1016776

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

3.2 Human Resources:

**3.2.1 Consider Leave of Absence Request for Classified Employee #UCL-166,
Pursuant to Article XXIII**

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

**3.2.2 Consider Leave of Absence Request for Classified Employee #UCL-167,
Pursuant to Article XXIII**

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

**3.2.3 Approve the Non-Re-Election of Probationary Certificated Employee
#UC-752, Pursuant to Education Code Section 44929.21(b)**

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

3.2.4 Consider Leave of Absence Requests for Certificated Employees #UC-753, #UC-754, #UC-755, #UC-756, #UC-757, #UC-758, #UC-759, #UC-760, #UC-761, #UC-762, #UC-763, #UC-764, #UC-765, #UC-766, #UC-767, #UC-768, #UC-769, #UC-770, #UC-771, #UC-772, #UC-773, #UC-774, #UC-775, Pursuant to Article XX

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

3.2.5 Consider Leave of Absence Request for Classified Employee #UCL-168, Pursuant to Article XXIII

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

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

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

3.2.7 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 Report Out on Intra District Attendance Appeal – 2011-2012/AA3

Action: Vote: Yes___; No___; Absent___; Abstain___

6b Report Out on Intra District Attendance Appeal – 2011-2012/AA4

Action: Vote: Yes___; No___; Absent___; Abstain___

6c Finding of Fact #11-12/, 84, 100, 101, 102, 104, 107, 109, 110

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

6d Report Out of Action Taken on Waiver of Expulsion #11-12/12, 13

Action: Vote: Yes___; No___; Absent___; Abstain___

6e Report Out of Action Taken on Early Graduation WHS#1022416, 1016776

Action: Vote: Yes___; No___; Absent___; Abstain___

6f Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-166, Pursuant to Article XXIII

Action: Vote: Yes___; No___; Absent___; Abstain___

6g Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-167, Pursuant to Article XXIII

Action: Vote: Yes___; No___; Absent___; Abstain___

6h Report Out of Action Taken on Approve the Non-Re-Election of Probationary Certificated Employee #UC-752, Pursuant to Education Code Section 44929.21(b)

Action: Vote: Yes___; No___; Absent___; Abstain___

6i Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees #UC-753, UC-754, #UC-755, #UC-756, #UC-757, #UC-758, #UC-759, #UC-760, #UC-761, #UC-762, #UC-763, #UC-764, #UC-765, #UC-766, #UC-767, #UC-768, #UC-769, #UC-770, #UC-771, #UC-772, #UC-773, #UC-774, #UC-775, Pursuant to Article XX

Action: Vote: Yes___; No___; Absent___; Abstain___

6j Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-168, Pursuant to Article XXIII

Action: Vote: Yes___; No___; Absent___; Abstain___

7. **Approve Regular Minutes of May 8, 2012.**
Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __. 1-7
8. **Student Representative Reports:** West High: Dustin Vang; Tracy High: Michelle Andrade; Stein: Zachary Washington; Kimball High: Aloukika Shah.
9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
 - 9.1 Recognize and Congratulate the Tracy High Science Olympiad Team for Winning Three Medals at the NorCal State Competition
 - 9.2 Recognize and Congratulate Arianna Grimes for Being Named a Dell Scholar
 - 9.3 Recognize and Congratulate the Kimball High Speech and Debate Team for Their 2011-12 Successes
 - 9.4 West High 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:**
 - 11.2.1 Receive Report on the WASC Visit at Merrill F. West High School on April 16-18, 2012 8
 - 11.2.2 Receive Report on the Common Core State Standards (CCSS) Part 3, Focus on English Language Arts 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. **Pg. No.**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__
- 13.1 Administrative & Business Services:**
- 13.1.1** Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **10-11**
- 13.1.2** 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 **12-13**
- 13.2 Educational Services:**
- 13.2.1** Ratify Contract with Applied Behavior Consultants, Inc., for Autism Consultation **14-45**
- 13.2.2** Revise Ratified Master Contract and Individual Services Agreement with Children's Home of Stockton, NPS, for School Year 2011-2012 **46**
- 13.2.3** Approve Overnight Stay for West High School Cheer Team at the Fairfield Inn, on Thursday, June 21, 2012 in Tracy, California **47**
- 13.2.4** Approve Tracy Adult School Course Offerings for the 2012-2013 School Year **48-50**
- 13.2.5** Approve Agreement for Special Contract Services with Nancy Fetzner's Literacy Connections and Tracy Unified School District (Art Freiler and Louis Bohn Schools) for the 2012-2013 School Year **51-53**
- 13.3 Human Resources:**
- 13.3.1** Approve Classified, Certificated and/or Management Employment **54-56**
- 13.3.2** Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment **57-58**
- 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** Adopt Resolution No. 11-24 Authorizing Temporary Loans Between Funds for the 12/13 School Year **59-60**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.1.2** Approve Specific Class Size Waiver Request **61-65**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.1.3** Adopt Resolution No. 11-25 Rendering Certain City of Tracy Zoning Ordinances Inapplicable to District Property Pursuant to Government Code Section 53094 **66-68**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.2 Educational Services:**
- 14.2.1** Approve High School Journalism Textbook Adoption **69-70**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

- | | | |
|--|---|-------|
| 14.2.2 | Approve Revisions to BP 5141.3, Health Examinations, to Eliminate Scoliosis Screening for Seventh Grade Girls and Eighth Grade Boys (Second Reading, Intent to Adopt) | 71-74 |
| Action: Motion___; Second___. Vote: Yes ___; No ___; Absent___; Abstain ___. | | |
| 14.2.3 | Approve the Request to the California Department of Education to Authorize North School as a Schoolwide Title 1 Program | 75-76 |
| Action: Motion___; Second___. Vote: Yes ___; No ___; Absent___; Abstain ___. | | |
| 14.2.4 | Approve the Request to the California Department of Education to Authorize Jacobson School as a Schoolwide Title 1 Program | 77-78 |
| Action: Motion___; Second___. Vote: Yes ___; No ___; Absent___; Abstain ___. | | |
| 14.2.5 | Approve the Request to the California Department of Education to Authorize Central School as a Schoolwide Title 1 Program | 79-80 |
| Action: Motion___; Second___. Vote: Yes ___; No ___; Absent___; Abstain ___. | | |
| 14.2.6 | Approve the Request to the California Department of Education to Authorize George and Evelyn Stein Continuation High School as a Schoolwide Title 1 Program | 81-82 |
| Action: Motion___; Second___. Vote: Yes ___; No ___; Absent___; Abstain ___. | | |
| 14.2.7 | Adopt Board Policy and Acknowledge Administrative Regulation 5129, Bullying Prevention TUSD (Second Reading) | 83-91 |
| Action: Motion___; Second___. Vote: Yes ___; No ___; Absent___; Abstain ___. | | |

14.3 Human Resources:

- | | | |
|--|--|-------|
| 14.3.1 | Approve Agreement for Student Teaching with University of Nevada, Reno | 92-95 |
| Action: Motion___; Second___. Vote: Yes ___; No ___; Absent___; Abstain ___. | | |

15. Board Reports: An opportunity for board members to discuss items of particular importance or interest in the district.

16. Superintendent's Report: An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.

17. Board Meeting Calendar:

- | | | |
|------|-----------------|--------------------------------------|
| 17.1 | June 12, 2012 | (Last regular meeting of 2011-2012) |
| 17.2 | August 14, 2012 | (First regular meeting of 2012-2013) |
| 17.3 | August 21, 2012 | |

18. Upcoming Events:

- | | | |
|------|-------------------|---------------------------------------|
| 18.1 | May 25, 2012 | Graduation: Tracy Adult School @ 7:00 |
| 18.2 | May 28, 2012 | No School, Memorial Day |
| 18.3 | May 30, 2012 | Graduation: Stein @ 11:30 |
| 18.4 | June 1, 2012 | Last Day of School |
| 18.5 | June 2, 2012 | Graduations: THS/WHs@8:30; KHS @10:30 |
| 18.6 | August 13, 2012 | First Day of 2012-2013 School Year |
| 18.7 | September 3, 2012 | No School, Labor Day |

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent's Office at 209/830-3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary 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, May 8, 2012**

5:30 PM: President Costa 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

7:08 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 #11-12/69, 80, 82, 83, 85, 86, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 103, 105
Action: Guzman, Gouveia. **Vote:** Yes-7; No-0.
6b Report Out of Action Taken on Application for Reinstatement #11-12/82, 83, 84
Action: **Vote:** Yes-5; No-0; Absent-2(Crandall, Vaughn)
6c Report Out of Action Taken on Waiver of Expulsion #11-12/11
Action: **Vote:** Yes-5; No-0; Absent-2 (Crandall, Vaughn)
6d Report Out of Action Taken on PE Exemption – WHS #10324752
Action: **Vote:** Yes-5; No-0; Absent-2 (Crandall, Vaughn)
6e Report Out of Action Taken on Release Probationary Classified Employee #UCL-165
Action: **Vote:** Yes-5; No-0; Absent-2 (Crandall, Vaughn)

Employees Present: J. Cardoza, F. Weinberg, S. Rockey, B. Rockey, E. Mota, C. Domenichelli, J. Bussey, P. Hall, C. Anderson-Woo, D. Sonnenburg, J. Anderson, V. McDonald

Press: D. Rizzo, Tracy Press

Visitors Present: L. Churchill, C. Frankel, R. Domenichelli

Minutes: Approve Regular Minutes of April 17, 2012.
Action: Crandall, Vaughn. **Vote:** Yes-7 No-0; Absent-0.

Student Rep Reports: None.

Recognition & Presentations: 9.1 Recognize the Outstanding Employees of the Spring Term for the 2011-12 School Year

Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources, recognized the following employees of the spring term: Barbara Rockey, 9-12 Classified; Judith O'Leary, K-5 Classified; Alisha Orazco, 6-8 Classified (unable to attend); Sharon Shiroma-Lee, K-5 Certificated; Christine Klapperich, 6-8 Certificated; Mary Nikki Maddux, 9-1 Certificated; Carla Washington, Management.

9.2 Recognize the Recipients of the Diversity & Equity Staff Recognition Award for the Spring Term of the 2011-12 School Year

Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources, recognized the following recipients of the Diversity & Equity award: Esmeralda Mota, Classified; Annette Feldman, Certificated; and Paul Hall, Management.

9.3 Kimball High School Update on Staff Development Initiatives to Support Student Achievement

Principal, Cheryl Domenichelli, presented a power point on Kimball High's staff development. They have professional learning communities with approximately 1900 students and 84 staff members. They provide various pathways which are like a school within a school. Their team participated in a direct instruction workshop at the County Office of Education. They will bring information back to rest of the staff over the course of the next year. The County also came to Kimball for an in-service day and focused on checking for understanding and provided external evaluation of practices. Staff is also receiving diversity & equity training, they have instructional tours, data teams, interdisciplinary teams and continuous improvement teams. They will continue to bring people in on staff development and student engagement.

Hearing of Delegations:

Joe Saenz: He has been with Babe Ruth for 36 years. He teaches kids about baseball. He heard that Tracy High baseball team will be using the Monte Vista fields during construction. He feels the district is taking the fields from Tracy Babe Ruth. This organization is all volunteer work. There are 600 kids involved. This program came to feed the school's baseball teams. He doesn't feel its right to take away the fields for 40 high school kids when Tracy Babe Ruth has 600. He is asking for more time on these fields.

Troy Camacho: He is the president of Tracy Babe Ruth. He is asking for one xtra year at Monte Vista fields. They are working on building more fields at Holly Sugar which will be ready the year after next. They would lose a lot of baseball players. They were given an alternative plan, but it doesn't work for them. There are not enough fields in Tracy with lights. They cannot start games at 6:00 p.m.

Elisah Brown: He has been playing since he was 4. He gets to be with friends and play the sport they love. The coaches teach life lessons. He wants to be able to practice and play games at Monte Vista.

Luis Gutierrez: He plays baseball and enjoys going to practice and games. He feels that it's not right to take that away from them.

Information & Discussion Items:

11.1 Administrative & Business Services: None.

11.2 Educational Services:

11.2.1 Receive Report on District Special Education Program

This item was pulled from the agenda.

11.2.2 Receive Report on High School Journalism and Proposed Textbook Adoption

Dr. Donna Sonnenburg, Director of IMC, reported on the proposed textbook adoption for high school journalism. All 3 high schools have journalism courses and there are no textbooks. She presented a power point which reviewed the adoption process. The cost is \$5,700. The materials are on display for review. She will share information with curriculum council on May 16 and will return to the Board on May 22. They will have the materials in August.

11.2.3 Receive Report on the common Core State Standards (CCSS) Part 2, Focus on Mathematics

Director of Staff Development, Janice Bussey, presented a power point on part 2 of the Common Core State Standards presentations. This part was on math and the impact the new standards will have on teaching and learning. In math there are two types of standards, content and practice. She reviewed the standards which are much more internationally benchmarked. Starting next year we will have a teacher leader group. Math Cadre will be expanded to K-12 and provide professional development. Also, the summer algebra academy is moving forward.

Public Hearing:

12.1

Human Resources:

Receive Public Comments Regarding Negotiations with the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD)

Opened public hearing at 8:34 p.m.

No comments were made.

Closed public hearing at 8:35 p.m.

Consent Items:

Action:

Crandall, Silva. As amended
(13.1.1 change 2nd page to Kimball instead of West)

Vote: Yes-7; No-0.

13.1 Administrative & Business Services:

13.1.1 Approve 2011-2012 Designation of CIF Representatives to League

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

13.1.3 Approve Assembly, Service, Business and Food Vendors

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

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

13.1.6 Ratify Measure E Related Expenditures and Notice of Completions

Which Meet the Criteria for Placement on the Consent Agenda

13.2 Educational Services:

- 13.2.1** Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending April 16, 2012
- 13.2.2** Revise Ratified Contract with Living Well BCS, Inc. for the 2011-2012 School Year
- 13.2.3** Revise Ratified Contract with Invo HealthCare Associates, Inc. for the 2011-2012 School Year
- 13.2.4** Ratify Contract with The Speech Pathology Group, Inc. for the 2011-2012 School Year
- 13.2.5** Approve Overnight Travel for the Girls Volleyball Team to Attend the North Valley Volleyball Officials Tournament in Redding, CA on August 24-25, 2012
- 13.2.6** Approve Overnight Travel for Kimball High School Leadership to Attend the California Association of Directors of Activities (CADA) Leadership Camp at UC Santa Barbara On July 19-22, 2012
- 13.2.7** Approve Overnight Travel for the Kimball High School Yearbook Design Students to Attend the Bay Area Yearbook Seminar at the California Maritime Academy in Vallejo, CA on June 20-22, 2012
- 13.2.8** Approve Overnight Travel for the Kimball High School HOSA Club to Participate in the National Leadership Conference in Orlando, FL June 20-23, 2012
- 13.2.9** Receive Update on Federal Program Monitoring (FPM)

Dr. Carol Anderson-Woo, Director of Curriculum, Accountability & Continuous Improvement, presented a power point on the FPM. The purpose is to make sure we are compliant. Our review was in April was online and all documentation was submitted online. Next year will be a follow up and in 2013-14 we may be one of the districts selected for an on-site review. She also reviewed the criteria.

13.3 Human Resources:

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

Action Items:

14.1 Administrative & Business Services:

- 14.1.1** Adopt Resolution No. 11-22 Designating May 20th-26th, 2012, as Classified School Employees Week
Action: Vaughn, Gouveia. **Vote:** Yes-7; No-0.
- 14.1.2** Adopt Resolution No. 11-23 Establishing May 9, 2012, as the "Day of the Teacher"
Action: Guzman, Gouveia. **Vote:** Yes-7; No-0.
- 14.1.3** Approve 25 Cent Increase to Meal Prices for the 2012-13 School Year to be Compliant with the Health, Hunger-Free Kids Act of 2012
Action: Crandall, Vaughn. **Vote:** Yes-7; No-0.
- 14.1.4** Accept CalRecycle Grants for Kimball High School, Tracy High School and Poet-Christian K-8 School
Action: Swenson, Gouveia. **Vote:** Yes-7; No-0.

Leon Churchill, City Manager, commented that this item brings leadership from community, school district and city participants. This grant will help the community achieve goals. He encourages positive action from the Board on this item.

Christina Frankel commented that she was trying to find a way to impact the community and was searching for partners and is very excited about this. She started a year ago and found out before spring break that the grant was awarded for all 3 schools. This will also be an educational program. These will be student based programs.

Dean Reese, Tracy High science teacher, is excited about this program and it will elevate the culture of sustainability at his site.

- 14.1.5** Approve Roebbelen Contracting, Inc. as the Lease-Lease Back Contractor for the Tracy High School Stadium and Improvement Project

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

14.2 Educational Services:

- 14.2.1** Adopt Board Policy 5145.7 and Administrative Regulation 5145.7, Sexual and Gender Based Harassment (Second Reading)

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

- 14.2.2** Adopt Board Policy and Acknowledge Administrative Regulation 5129, Bullying Prevention TUSD (First Reading)

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

- 14.2.3** Approve Changes to K-5, 6-8 and High School Safety and Violence Prevention Handbooks

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

- 14.2.4** Approve Revisions to BP 5141.3, Health Examinations, to Eliminate Scoliosis Screening for Seventh Grade Girls and Eighth Grade Boys (First Reading)

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

14.3 Human Resources:

- 14.3.1** Adopt the District's Initial Bargaining Proposal for the California School Employees Association for the 2012-2013 School Year

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

- 14.3.2** Approve New Job Description for Staff Development Specialist: English Learners

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

- 14.3.3** Approve Revised Job Description For School Psychologist

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

- 14.3.4** Approve New Job Description For School Psychologist/Behaviorist

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

- 14.3.5** Approve New Job Description For School Psychologist/Mental Health Coordinator

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

- 14.3.6** Consider and Take Action on Resolution No. 11-21 on the Proposed

Decision Related to Certificated Layoff Hearings. Administration Recommends that the Board Adopt the Administrative Law Judge's Proposed Decision and Release the Impacted Certificated Employees for the 2012-2013 School Year

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

Board Reports:

Trustee Gouveia presented to the TEA diversity group last week. He shared his background with some of the teachers. He also participated in the Hispanic Business Scholarship night. He attended the groundbreaking for the Holly Sugar sports field. Trustee Swenson attended the CIF meeting on April 25th. This Thursday is the Tracy High FEAST Lab lunch for \$7.00. They are having fresh herb tri tip, potato salad, barbeque beans and root beer floats. Trustee Guzman attended the Hispanic Business Group scholarship event. They are great kids. He also attended the City/Schools liaison meeting and they spoke about Lammers Road work that still needs to be done by Kimball. They also discussed algebra class which we heard tonight will be approved. He's attended several facility use meetings regarding Tracy Babe Ruth. The kids were good tonight, the parents have a lot of heart and it's a tough situation for them and us. Hopefully things can work out. He commended Casey, Cindy, Bonny and Bill in working with them. They should do fine and the next year they will get the Holly Sugar field. He also commended Christina Frankel with her recycle work and he hopes it can expand to other schools. Also Carol Anderson-Woo and the District did a great job on the FPM review and getting their reports in. Trustee Crandall was disappointed in the leadership of Tracy Baby Ruth. He respects what they are doing. We did not take their fields, they are not their fields to be taken away, they belong to the District. There are coaches and parents on the board. Their fight is not with Tracy Unified, it's with the City of Tracy. Holly Sugar is great but 50 years too late. We also have to think about those kids and we are trying to prepare for them as well. All high schools had a successful prom. Tracy Jr Miss was last weekend and his daughter was there to help out. Tomorrow night is awards night at West High. At Fremont Unified, he will be putting on a cyber bullying presentation. Fremont Police Department lost an officer last week, who battled cancer. Yesterday, there was an officer down on a motorcycle. He hit a deer and is in a medically induced coma. Congratulations to our 2 local football players who are now NFL players. Trustee Vaughn attended the James Franco Building dedication a few weeks ago. Thanked staff for that and for moving it inside. He congratulated Dr. Franco. He also congratulated Paul Hall on receiving the D & E award. He agrees with Trustee Crandall that the city should share the burden of helping out the kids of the city. They should also be accountable and share burden of creating places for these kids to play. As a taxpayer who has paid a lot of property tax in this town, recently they had a surplus of money and they choose not to do anything. The school district has provided fields all along. Trustee Silva attended the vets and violins event at Tracy Chevrolet. It was very nice and the students were talented. Casey's wife played piano and did a great job. Kudos to the turnout for the dedication and thank you to RGM and Rainforth Grau for donating the letters for the building. He also sat in on a couple of the facility use meetings regarding Babe Ruth. He understands their frustration. There have been several solutions that the staff has tried to work with them. It is not a perfect situation for anyone. Trustee Costa commented that the building dedication was very nice. She was on

the oversite committee and got to shovel the dirt when they tore down the original building. She attended the Kimball High School art extravaganza and enjoyed it very much. She also attended the vets and violins at Tracy Chevrolet and they tried to sell her a camaro. The ping pong tournament is this Friday at Freiler at 3:30 p.m.

**Superintendent
Report:**

Dr. Franco emceed the junior miss event this weekend along with Abby Crandall. Some of the past contestants were there and are doing well. Laurie Axford's daughter was named Junior Miss and teacher, Ms. Williams' daughter was a runner up. On Monday at 1:30 at the West High gym we will have our annual staff recognition. The ping pong tournament will be at Freiler this Friday. Valerie McDonald had a meeting last week with former football player, Franco Harris, who is now in the food business. It was a pleasure to meet him and have a picture taken. Tonight we had the district's first Diversity & Equity awards presented.

9:43 p.m.

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent Educational Services and Human Resources
DATE: May 8, 2012
SUBJECT: Receive Report on the WASC Visit at Merrill F. West High School on April 16-18, 2012.

BACKGROUND: West High went through the Western Association of School and Colleges accreditation review on April 16 – 18, 2012.

RATIONALE: The WASC coordinator, Shauna Liel has been asked to present the findings of the WASC Team to Tracy Unified School District Board at the May 22, 2012 Board Meeting.

FUNDING: There is no cost involved with the presentation.

RECOMMENDATION: Receive Report on the WASC Visit at Merrill F. West High School on April 16-18, 2012.

PREPARED BY: Jeff Frase, Principal - West High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Jim Franco, Superintendent
FROM: ~~Dr. Jim Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: May 11, 2012
RE: Receive Report on the Common Core State Standards (CCSS) Part 3, Focus on English Language Arts

BACKGROUND: The Common Core State Standards (CCSS) are rigorous, research-based standards for English-Language Arts and Mathematics for grades K-12. These English Language Arts and Mathematics Standards represent a set of expectations for student knowledge and skills that high school graduates need to master to succeed in college and careers. The standards are internationally benchmarked to ensure that our students are able to compete with students around the world and are focused and clear, allowing students, parents and teachers to understand what is expected of them. The Council of Chief State School Officers (CCSSO) and the National Governors Association Center for Best Practices (NGA Center) committed to developing a set of standards that will help prepare students for success in college and careers and in September 2009 released the College and Career Readiness standards that became the foundation for the CCSS. In August 2010, the California State Board of Education (SBE) voted unanimously to adopt the new Common Core State Standards for both English-Language Arts and Mathematics.

RATIONALE: It is important to update the School Board on changes in curriculum, instruction and assessment. Therefore, staff will provide an update on the Common Core State Standards (CCSS). The CCSS will be presented in four parts, during the April 17, May 8, May 22, and June 12, 2012 Board Meetings. The May 22 presentation will include a focus on English Language Arts. This meets Strategic Goal #1: Prepare all students for college and careers and 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: None

RECOMMENDATION: Receive Report on the Common Core State Standards (CCSS) Part 3, Focus on English Language Arts

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: May 14, 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: Tracy High School – EB Theater
Item: Quote
Services: Extron Polevault A/V; this Quote #E12-9850 replaces previous Quote #E12-9514, which was approved by the Board on 04/17/12.
Cost: \$22,853.30
Project Funding: Measure S Bond Funds

B. Vendor: DecoTech
Site: Tracy High School – EB Theater
Item: Quote - CMAS
Services: Extron Polevault A/V; this Quote #E12-9847 replaces previous Quote #E12-9514, which was approved by the Board on 04/17/12.
Cost: \$2,979.39
Project Funding: Measure S Bond Funds

C. Vendor: Wilson Architecture
Site: West High School
Item: Agreement - Ratify
Services: Architectural services with regard to placing new air conditioning units in the MDF rooms on campus.
Cost: \$5,000.00 includes reimbursable cost
Project Funding: Measure S Bond Funds

D. Vendor: Pacific Gas & Electric
Site: Monte Vista - Modernization
Item: Agreement - Ratify
Services: PG&E to perform alterations on existing 1" plastic gas service to clear new driveway.
Cost: \$4,423.61
Project Funding: Measure S Bond Funds



BUSINESS SERVICES MEMORANDUM

TO: James Franco, Superintendent
FROM: Casey Goodall, Associate Superintendent for Business Services
DATE: May 14, 2012
SUBJECT: **Accept the Generous Donations from the Various Individuals, Business, and School Site Parent Teacher Organizations Listed Herein With Thanks and Appreciation from the Staff of the Tracy Unified School District**

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

Tracy High School:

1. Tracy Unified School District/Tracy High School Migrant Scholarship: From Kagehiro Ranches Inc. in the amount of \$500.00 cash. This donation will be used for the Tracy High School Migrant Scholarship.
2. Tracy Unified School District/THS FFA Mario Arnaudo Scholarship: From Claudia Arnaudo in the amount of \$500.00 (ch. # 2348). This donation will be used for the Mario Arnaudo FFA Scholarship.
3. Tracy Unified School District/THS Leprino Scholarship: From Leprino Foods Company in the amount of \$700.00 (ch. # 10975). This donation will be used for the Leprino Scholarship.
4. Tracy Unified School District/THS Athletics: From Photo 360 in the amount of \$1053.00 (ch. #1084). This donation will be used for Athletic needs.
5. Tracy Unified School District/THS Douglas Hensley Scholarship: From Rhodes-Stockton Bean Co-op in the amount of \$500.00 (ch. #9570). This donation will be used for the Douglas Hensley Scholarship.
6. Tracy Unified School District/THS Boys & Girls Swim Teams. From THS Athletic Booster Club in the amount of \$1234.05 (ch. #1487). This donation will be used for the THS Boys and Girls Swim Teams.
7. Tracy Unified School District/THS Dr. Rajiv Punjya Scholarship. From Dr. Rajiv H. Punjya in the amount of \$2,000.00 (ch. # 3720). This donation will be used for the Dr. Rajiv Punjya Scholarship.
8. Tracy Unified School District/THS Kirk Brown Scholarship. From Dr. Sunil H. Patel in the amount of \$2,000.00 (ch. # 1634). This donation will be used for a variety of scholarships: the Kirk Brown Scholarship in the amount of \$500.00; the Lalitaben Patel Scholarship in the amount of \$500; the Dr. Rajiv Puniya Scholarship in the amount of \$500.00; and the Kalpana Kuber Memorial Scholarship in the amount of \$500.00.
9. Tracy Unified School District/THS 2012-13 Pep Squad. From Patch Painters in the amount of \$900.00 (ch. #00000151). This donation will be used by the 2012-13 THS Pep Squad.

Kimball High School:

1. Tracy Unified School District/Kimball High School Health Occupations Students of America (HOSA). From CAL-HOSA in the amount of \$2,500 (ch. #0018456190). This donation will be used by the Kimball High School HOSA organization.
2. Tracy Unified School District/Kimball High School Cheer Team. From Bill Pollard, Jr. CPA in the amount of \$1,500.00 (ch. #8750). This donation will be used by the Kimball High Cheer Team.
3. Tracy Unified School District/Kimball High School sports programs. From Kimball Athletic Booster Club in the amount of \$1,017.10 (ch. #1,004). This donation is to go to the boy's basketball program (\$508.55) and to the girl's basketball program (\$508.55).

RATIONALE: Acceptance is recommended in order to meet the District's strategic goals and to enhance and benefit the educational experiences of the students of the Tracy Unified School District. This agenda item meets Strategic Goal #2 – Create a quality and effective learning environment for all students.

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

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

Prepared by: Casey Goodall, Associate Superintendent for Business Services



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services
and Human Resources
DATE: May 7, 2012
SUBJECT: Ratify Contract with Applied Behavior Consultants, Inc., for Autism Consultation

BACKGROUND: Special Education Students may require specialized instruction and support from outside service providers. Some students with autism receive Early Intervention Behavior Treatment (EIBT), an education program that is jointly funded by SJCOE and VMRC when the students receive twenty or more hours per week. When those students' hours drop below twenty hours of programming per week, the local district funds the remainder of the program jointly with VMRC. One TUSD student has begun the transition and receives only consultation from a behaviorist from Applied Behavior Consultants, Inc. Contract became effective April 1, 2012 and shall terminate June 30, 2012. Ratification is necessary due to the fact services are being provided based on current IEP provisions.

RATIONALE: School districts must offer a continuum of services including, when necessary, Early Intervention Behavior Treatment. We do not have an autism specialist employed in the District, so we need to provide services through a contract arrangement. The EIBT programs provide intensive services that the districts cannot. This request supports District Goal 2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed, and Goal 7: Develop and utilize partnerships to achieve District goals.

FUNDING: The contract rate is \$89.50 per hour, with the total not to exceed \$2,685.00. Expenses are budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Contract with Applied Behavior Consultants, Inc., for Autism Consultation

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

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

Applied Behavior Consultants

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 2011-12

 Nonpublic School

 X Nonpublic Agency

Type of Contract:

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

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

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

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

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2011-2012

CONTRACT NUMBER:

LEA: Tracy Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2011, between the Tracy Unified School District (district, county office of education, a charter school participating as a member of the special education local plan area, or special education local plan area), county of San Joaquin hereinafter referred to as the local educational agency ("LEA") and Applied Behavior Consultants (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION

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

enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

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

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

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

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

15. INSURANCE

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

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

- \$1,000,000 per occurrence
- \$ 100,000 fire damage
- \$ 5,000 medical expenses
- \$3,000,000 personal & adv. Injury
- \$2,000,000 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:

\$2,000,000 per occurrence

\$2,000,000 general aggregate

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the

negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

19. CONFLICTS OF INTEREST

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease. Pursuant to California Education Code section 56366(b), transportation shall not be provided through the use of

services or equipment owned, leased, or contracted by the LEA for students served by CONTRACTOR unless those services and equipment are provided directly or subcontracted by the CONTRACTOR.

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

Minimum day is equal to 240 instructional minutes.

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

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

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

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

24. CLASS SIZE

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

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of

that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

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

25. CALENDARS

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

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

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

26. DATA REPORTING

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE MANDATED TESTING AND HIGH SCHOOL EXIT EXAMINATION

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

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

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of the

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

33. SURROGATE PARENTS

CONTRACTOR shall comply with LEA surrogate parent assignments.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

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

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

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

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified special education students, the list shall

include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

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

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

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers, unless CONTRACTOR

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

46. STAFF QUALIFICATIONS

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

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

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

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

48. STAFF ABSENCE

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

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

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

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

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

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

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual

volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

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

51. FACILITIES AND FACILITIES MODIFICATIONS

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

52. ADMINISTRATION OF MEDICATION

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

53. INCIDENT/ACCIDENT REPORTING

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

54. CHILD ABUSE REPORTING

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

55. SEXUAL HARASSMENT

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

CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

56. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

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

58. RIGHT TO WITHHOLD PAYMENT

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

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

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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all

necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

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

59. PAYMENT FROM OUTSIDE AGENCIES

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

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law.

Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the Contractor certifies that:

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

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

CONTRACTOR

LEA

Applied Behavior Consultants
School/Agency

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

Contracting Officer's Signature Date

Superintendent' Signature Date

Name and Title (type) Date

Division Director – Special Education Signature Date

Tax I.D. # _____

APPROVED AS TO FORM:

Legal Advisor

Legal Advisor Signature Date

Notices/bills mailed to LEA shall be addressed to:

Attention: Special Education Dept.

Name

Tracy Unified School District

LEA

1875 W. Lowell Ave

Address

Tracy CA 95376

City State Zip

209-830-3270 209-830-3274

Phone Fax

Notices to CONTRACTOR:

Name

Applied Behavior Consultants

Nonpublic School/Agency

4540 Harlin Drive

Address

Sacramento CA 95826

City State Zip

Phone Fax



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: ~~Mr.~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 9, 2012
SUBJECT: **Revise Ratified Master Contract and Individual Services Agreement with Children's Home of Stockton, NPS, for School Year 2011-2012**

BACKGROUND: The Board has approved a Master Contract with Children's Home of Stockton for the last fourteen years. The number of students attending Children's Home may vary at any given time. At time of ratification, there were 4 Tracy Unified School District students attending Children's Home of Stockton. Children's Home of Stockton has accepted 3 more students. A purchase order increase is necessary so that services specified on IEPs can be provided in a compliant manner.

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

FUNDING: Contract expenses for the 2011-2012 school year need to be increased from \$116,550.00 to \$216,550.00. Non-public tuition expenses are budgeted in account number 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Revise Ratified Master Contract and Individual Services Agreement with Children's Home of Stockton, NPS, for School Year 2011-2012

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent Educational Services and Human Resources
DATE: May 8, 2012
SUBJECT: Approve Overnight Stay for West High School Cheer Team at the Fairfield Inn, on Thursday, June 21, 2012 in Tracy, California

BACKGROUND: The West High Cheer Team is going through a period of transition. Many of our students are unable to afford the traditional cheer camp at a college or held with a professional group. In order to instill important concepts within the team, their coaches have developed a local camp for them. At the conclusion of the camp they want to build camaraderie by having a sleep over at a local hotel followed by a trip to Santa Cruz. There will be seventeen students attending the sleepover, chaperoned by their coaches, Cristina Tanner and Jennifer Loggins. The students will be transported to the Fairfield Inn by their parents and then picked up and transported to Santa Cruz the next day.

RATIONALE: The three cheer squads need an opportunity to spend quality time together as a team. They will be taught the importance of safety and team work through team building exercises. To solidify this experience a sleepover and beach excursion will be the perfect end to the local cheer camp experience. This meets Strategic Goal #7: Develop and utilize partnerships that contribute to the achievement of District Goals.

FUNDING: There is no cost to the District or West High School. The cost of \$300.00 for rooms will be paid out of the ASB cheer account. Snacks will be provided by coaches and a picnic prepared for the Santa Cruz excursion. There will be no additional cost for meals. If a student is unable to meet the cost of the room ASB cheer account will provide assistance.

RECOMMENDATION: Approve Overnight Stay for West High School Cheer Team at the Fairfield Inn, on Thursday, June 21, 2012 in Tracy, California

PREPARED BY: Jeff Frase, Principal - West High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Jim Franco, Superintendent
FROM: *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 8, 2012
SUBJECT: Approve Tracy Adult School Course Offerings for the 2012-2013 School Year

BACKGROUND: Each year the Board must approve a list of courses which may be offered by the Tracy Adult School for the upcoming school year 2012-2013. This approval goes to the California State Department of Education.

RATIONALE: The current document is for the annual course approval list; which is required by the State at this time. This meets District Strategic Goal #2, ensure that all students meet or exceed grade level standards and that the achievement gap is closed.

FUNDING: There is no impact on the Tracy Adult School budget.

RECOMMENDATION: Approve Tracy Adult School Course Offerings for the 2012-2013 School Year.

Prepared by: Dave Pickering, Director of Adult and Career and Technical Education

CDE Adult Education Course Approval System

Tracy Unified School District

2012/13 Selected Courses

You have selected 47 course titles

• Adult Basic Education

Course Name	Course Number	Year Course Outline Developed
Basic English	2102	2011
Basic Mathematics	2402	2011
Life Skills and functional Academics	9998	2011

• Adult Secondary Education

Course Name	Course Number	Year Course Outline Developed
Algebra 1	2403	2011
American Sign Language	2230	2011
Art Appreciation	2816	2011
Art History	2803	2011
Biology	2603	2011
Computer Literacy	2450	2011
Consumer Mathematics	2401	2011
Earth Science	2618	2011
Economics	2701	2011
English 10	2131	2011
English 11	2132	2011
English 12	2133	2011
English 9	2130	2011
English Elective	2198	2011
Fundamentals of Art	2823	2011
General Mathematics	2400	2011
General Science	2611	2011
Geometry	2413	2011
Government	9972	2011

Health	2535	2011
Life Science	2621	2011
Mathematics Elective	2498	2011
Physical Geography	2702	2011
Physical Science	2610	2011
Pre-Algebra	2424	2011
Psychology	2714	2011
Science Elective	2698	2011
Social Science Elective	2798	2011
Spanish	2206	2011
United States History	2709	2011
World Cultures	2728	2011
World History: Survey	2711	2011
World Regional Geography	2724	2011

• Adult Secondary Education Electives

Course Name	Course Number	Year Course Outline Developed
Basic Computer Literacy	9975	2011
Career Exploration	9978	2011
Child Development and Guidance	4321	2011
College Exploration	9976	2011
Computers in the Workplace	9991	2011
Consumer Education	4341	2011
Family and Human Development	4351	2011
General Elective	9979	2011
Government and History (Citizenship Preparation)	9995	2011
Work Readiness	9977	2011

• English as a Second Language

Course Name	Course Number	Year Course Outline Developed
ESL MultiLevel	9986	2011



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: May 14, 2012
SUBJECT: Approve Agreement for Special Contract Services with Nancy Fetzer's Literacy Connections and Tracy Unified School District (Art Freiler and Louis Bohn Schools) for the 2012-2013 School Year.

BACKGROUND: A review of CST data indicates that ELA achievement continues to be an area of concern for students at Louis Bohn and Art Freiler schools, particularly ELL and Hispanic subgroups. Spring District writing samples validate teacher concerns about the need to focus on writing instruction. As the move to common core standards takes place, an increased emphasis on writing will support student success across the curriculum. Louis Bohn Elementary School will partner with Art Freiler School to provide Nancy Fetzer Literacy Connections training to site staffs during the 2012-2013 academic year.

RATIONALE: Nancy Fetzer has a proven record of providing reading and writing strategies to improve student achievement. Other sites which have utilized Nancy Fetzer as a trainer have reported an increase in writing scores, as well as success with reading intervention strategies. During June 2012, staff members from both Louis Bohn and Art Freiler schools are attending Nancy Fetzer's summer writing institute, a one-day training focusing on writing strategies. Louis Bohn and Art Freiler staffs request approval to hire Nancy Fetzer for no more than five (5) days to continue staff development in reading and writing to improve instructional practices to increase student achievement. This request supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between identified student subgroups is closed and Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: Site Categorical funding, Title II- Teacher Quality and Economic Impact Aid (EIA) funding will cover the costs of this training. The total amount paid to Nancy Fetzer's Literacy Connections will not exceed \$8,750.00, which represents the cost incurred by Louis Bohn School.

RECOMMENDATION: Approve Agreement for Special Contract Services with Nancy Fetzer's Literacy Connections and Tracy Unified School District (Art Freiler and Louis Bohn Schools) for the 2012-2013 School Year.

Prepared by: Tammy Christensen, Principal, Louis Bohn Elementary

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide ongoing Staff Development in Writing and Reading Strategies to improve instructional practices and thus increase student achievement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5 days HOURS/DAY (s) FLAT RATE (circle one), under the terms of this agreement at the following location: Art Freiler and Louis Bohn Elementary Schools.

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

- a. District shall pay \$8,750.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 8,750.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] ~~SHALL~~ ☒ ~~SHALL NOT~~ reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [] ~~MONTHLY PROGRESS BASIS~~, ☒ ~~SINGLE PAYMENT UPON COMPLETION OF THE DUTIES~~ and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 13, 2012 and shall terminate on May 31, 2013.

5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.

6. Contractor shall contact the District's designee, Karen Alcorn at (209) 830-3309 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)/Tax ID #

Date

Title

Address & Phone #

Tracy Unified School District

Date

Title

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

Note: Costs are split between Freiler and Bohn schools. Bohn and Freiler will be utilizing the first four days of training for grades K-5, with Freiler having the fifth day of training for grades 6-8.



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services &
Human Resources
DATE: May 11, 2012
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Davis, Ashley

CLASSIFIED

Utility Person III (New)
*Filled by current TUSD employee
Transportation and Maintenance
Range 36, Step D - \$19.04 per hour
8 hours per day
Funding: Transportation-Special Ed 50%;
Ongoing and Major Maintenance 25%; and
General Fund 25%

Ente, James

Utility Person III (New)
*Filled by current TUSD employee
Transportation and Maintenance
Range 36, Step D - \$19.04 per hour
8 hours per day
Funding: Transportation-Special Ed 50%;
Ongoing and Major Maintenance 25%; and
General Fund 25%

Estrada, Ricardo

Utility Person III (New)
*Filled by current TUSD employee
Transportation and Maintenance
Range 36, Step A - \$16.53 per hour
8 hours per day
Funding: Transportation-Home to School 50%;
Ongoing and Major Maintenance 25%; and
General Fund 25%

Gawinski, Amanda

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

MacWilliams, Tiffany

Food Service Worker (Replacement)
*Filled by current TUSD employee
Art Freiler School
Range 22, Step B - \$12.51 per hour
2.5 hours per day
Funding: Child Nutrition-School Program

Pereira, Michelle

School Supervision Assistant (Replacement)
George Kelly School
Range 21, Step A - \$11.69 per hour
1 hour per day
Funding: General Fund

Petrin, Joan

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

Smiley, Danielle

Early Childhood Development Associate
Instructor (New)
*Filled by current TUSD employee
Stein H.S. – STEPS Program
Range 24, Step D - \$14.37 per hour
5 hours per day
Funding: State Lottery

Young, Gordon

Utility Person III (New)
*Filled by current TUSD employee
Transportation and Maintenance
Range 36, Step B - \$17.32 per hour
8 hours per day
Funding: Transportation-Special Ed 50%;
Ongoing and Major Maintenance 25%; and
General Fund 25%

Zapien, Leonel

Utility Person III (New)
*Filled by current TUSD employee
Transportation and Maintenance
Range 36, Step B - \$17.32 per hour
8 hours per day
Funding: Transportation-Special Ed 50%;
Ongoing and Major Maintenance 25%; and
General Fund 25%

BACKGROUND:

Beardon, Jerome

Assistant Track
Kimball High School
Pro-rated Contract: \$2,337.71

Saenz, Rachel

Freshman Softball
Kimball High School
Pro-rated Contract: \$1,947.21

Stephens, Chelsea

Assistant Track
West High School
Stipend: \$3,896.19

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: May 11, 2012
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified,
Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
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DeBord, Denise 7 th Science	Freiler	06/04/12
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Marchini, Patricia Home Economics	Tracy High	06/02/12
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BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
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Hill, Krystal 8 th Math	North	06/01/12	Personal
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BACKGROUND:

CLASSIFIED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
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Borges, Nancy Principal Secretary	Adult School	06/02/12
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BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
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Davis, Ashley Bus Driver/Cust./Grounds	Maint./ Transport.	05/04/12	Accepted a Utility Person III day position
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Ente, James Bus Driver/Cust./Grounds	Maint./ Transport.	05/08/12	Accepted a Utility Person III day position
Estrada, Ricardo Utility Person III (Nights)	Maint/ Transport.	05/07/12	Accepted a Utility Person III day position
Hernandez, Maritza School Supervision Assist.	Hirsch	06/01/12	Relocating
Lopez, Connie School Supervision Assist.	MVMS	06/04/12	Personal
MacWilliams, Tiffany School Supervision Assist.	MVMS	05/11/12	Accepted a Food Service Worker position
Shingu, Masami School Supervision Assist.	Art Freiler	06/01/12	Personal
Smiley, Danielle Early Childhood Develop. Assistant	Stein H.S./ STEPS	05/04/12	Accepted ECD Associate Instructor position
Young, Gordon Utility Person III (Nights)	Maint./ Transport.	05/07/12	Accepted a Utility Person III day position
Zapien, Leonel Bus Driver/Cust./Grounds	Maint./ Transport.	05/07/12	Accepted a Utility Person III day position

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: May 11, 2012
SUBJECT: Adopt Resolution No. 11-24 Authorizing Temporary Loans between Funds for the 12/13 School Year

BACKGROUND: As a result of the current state budget and apportionment deferrals, the potential for cash flow deficiencies may create the need for a fund to temporarily borrow cash from other funds. Education Code Section 42603 authorizes such a loan. This Code Section reads:

The governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred.

RATIONALE: In the district's current economic circumstance, it may be necessary from time to time to temporarily borrow moneys from other funds in order to satisfy current operating expenditures. Adoption of this resolution will provide administration with the authorization necessary to initiate a temporary loan between funds when necessary, thereby allowing administration to manage the district's cash in a fiscally prudent and responsible manner.

FUNDING: Funding requirements will vary with the amount borrowed and the prevailing interest rate.

RECOMMENDATION: Adopt Resolution No. 11-24 Authorizing Temporary Loans between Funds for the 12/13 School Year.

Prepared by: Reed Call, Director, Financial Services



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 11-24**

**AUTHORIZING THE DISTRICT TO TEMPORARILY TRANSFER MONEYS
BETWEEN FUNDS AND ACCOUNTS AS ALLOWED UNDER EDUCATION
CODE SECTION 42603**

WHEREAS, Education code section 42603 authorizes the governing board of any school district to direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations; and

WHEREAS, any transfer shall be accounted for as a temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year; and

WHEREAS, borrowing shall occur only when the fund receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred; and

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Tracy Unified School District, in accordance with the provisions of Education Code section 42603 adopts the following authorization for the fiscal year 2012-13 to temporarily transfer funds between any and all funds provided that all transfers are approved by the Superintendent or his designee:

PASSED AND ADOPTED this 29th day of May 2012, by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President,
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: May 14, 2012
SUBJECT: Approve Specific Class Size Waiver Request

BACKGROUND: Education Code 41376 limits grades 1 to 3 to an average class size of 30 students, with a maximum class size of 32 students. For those districts which have one or more classes in excess of an enrollment of 32 or whose average class size for all the classes is more than 30, the number of pupils which are in excess of 30 in each class having an enrollment of more than 30 shall be designated as excess enrollment.

RATIONALE: Tracy Unified School District has faced severe fiscal challenges from persistent state funding reductions. At the same time, Kelly School has experienced increasing enrollment from within their attendance boundary.

One strategy to manage staffing costs while maintaining effective programs is to carefully hire and assign staff to very closely match anticipated enrollment levels. At the beginning of the 2011/2012 school year, enrollment exceeded the 32 student capacity in two first grade classrooms and two third grade classrooms at Kelly School. The alternative was to displace students from Kelly School, a school with an API score of over 800, to schools designated as Program Improvement (PI) schools with lower class sizes that had available capacity.

At the time, and based on past experience of student transience, it seemed likely that enough students would move away to correct the enrollment overages early in the year. However, unlike in previous years, none of the families of students in the impacted classrooms moved away during the school year.

FUNDING: Because of the enrollment in excess of 32 students in the four classrooms, the California Department of Education requires that those pupils which are in excess of 30 in each class having an enrollment of more than 30 shall be excluded from the revenue limit computation. There is a total of 57 excess enrollment resulting from 12 classes of 31, 16 classes of 32, 3 classes of 33 and 1 class of 34. The resulting loss of revenue is approximately \$296,400 for the 2011-2012 school year. The attached Specific Waiver Request asks that class size penalties not be imposed because of the circumstances that caused us to make short term staffing and student assignment decisions which were not resolved as expected, as well because of the

impact the penalties would have on district efforts to improve academic achievement while continuing to respond to severe fiscal challenges.

RECOMMENDATION: Approve Specific Class Size Waiver Request

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

SPECIFIC WAIVER REQUEST

SW-1 (Rev. 10-2-09)

<http://www.cde.ca.gov/re/lr/wr/>**First Time Waiver:** ☐**Renewal Waiver:** ☐

Send Original plus one copy to:
 Waiver Office, California Department of Education
 1430 N Street, Suite 5602
 Sacramento, CA 95814

Send Electronic copy in **Word** and
 back-up material to: waiver@cde.ca.gov

		CD CODE						
		3	9	7	5	4	9	9
Local educational agency: Tracy Joint Unified School District		Contact name and Title: Casey Goodall Associate Superintendent of Business				Contact person's e-mail address: cgoodall@tusd.net		
Address: (City) (State) (ZIP)		Phone (and extension, if necessary):						
1875 West Lowell Avenue, Tracy CA 95376		(209) 830-3200						
		Fax number: (209) 830-3239						
Period of request: (month/day/year)		Local board approval date: (Required)						
From: 7/1/2011 To: 6/30/2012		05/22/2012						
LEGAL CRITERIA								
1. Authority for the waiver: <input checked="" type="checkbox"/> Specific code section: <u>EC 41376</u> Write the EC Section citation, which allows you to request, or authorizes the waiver of the specific EC Section you want to waive. EC 41376 Exemption from penalty provision: Application to State Board of Education								
2. <i>Education Code</i> or <i>California Code of Regulations</i> or portion to be waived. Section to be waived: (number) EC 41376 (a)(c) Circle One: (<i>EC</i>) or <i>CCR</i> Brief Description of the topic of the waiver: Waiver of class size penalties for grades K-3. Under the provisions of Education Code Sections 41376 (a), (c)								
3. If this is a renewal of a previously approved waiver, please list Waiver No: _____ and date of SBE approval _____ Renewals of Waivers must be approved by the local board and submitted two months before the active waiver expires.								
4. Collective bargaining unit information. (Not necessary for EC 56101 waivers) Does the district have any employee bargaining units? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, please complete required information below: Bargaining unit(s) consulted on date(s): 05/09/2012 Name of bargaining units and representative(s) consulted: Tracy Educator's Association, John Anderson-President The position(s) of the bargaining unit(s): <input type="checkbox"/> Neutral <input checked="" type="checkbox"/> Support <input type="checkbox"/> Oppose (<i>Please specify why</i>) Comments (if appropriate): The maximum class sizes are compatible with limitations set in the bargaining unit master agreement, though overages are paid to teachers.								
5. Advisory committee or school site council that reviewed the waiver. Name: The Fiscal Response Team Per EC 33051(a) if the waiver affects a program that requires a school site council that council must approve the request. Date advisory committee/council reviewed request: 05/11/2012 <input checked="" type="checkbox"/> Approve <input type="checkbox"/> Neutral <input type="checkbox"/> Oppose Were there any objection? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If there were objections please specify)								

CALIFORNIA DEPARTMENT OF EDUCATION
SPECIFIC WAIVER REQUEST
SW-1 (Rev. 10-2-09)

6. Education Code or California Code of Regulations section to be waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law, or those exact phrases requested to be waived (or use a strike out key if only portions of sections are to be waived). (Attach additional pages if necessary.)

The Superintendent of Public Instruction, in computing apportionments and allowances from the State School Fund for the second principal apportionment, shall determine the following for the regular day classes of the elementary schools maintained by each school district: (a) For grades 1 to 3, inclusive, he shall determine the number of classes, the number of pupils enrolled in each class, the total enrollment in all such classes, the average number of pupils enrolled per class, and the total of the numbers of pupils which are in excess of thirty (30) in each class. For those districts which do not have any classes with an enrollment in excess of 32 and whose average size for all the classes is 30.0 or less, there shall be no excess declared. For those districts which have one or more classes in excess of an enrollment of 32 or whose average size for all the classes is more than 30, the excess shall be the total of the number of pupils which are in excess of 30 in each class having an enrollment of more than 30. (b) For grades 4 to 8, inclusive, he shall determine the total number of pupils enrolled, the number of full-time equivalent classroom teachers, and the average number of pupils per each full-time equivalent classroom teacher. He shall also determine the excess if any, of pupils enrolled in such grades in the following manner: (1) Determine the number of pupils by which the average number of pupils per each full-time equivalent classroom teacher for the current fiscal year exceeds the greater of the average number of pupils per each full-time equivalent classroom teacher in all the appropriate districts of the state, as determined by the Superintendent of Public Instruction, for October 30, 1964, or the average number of pupils per each full-time equivalent classroom teacher which existed in the district on either October 30, 1964 or March 30, 1964, as selected by the governing board. (2) Multiply the number determined in (1) above by the number of full-time equivalent classroom teachers of the current fiscal year. (3) Reduce the number determined in (2) above by the remainder which results from dividing such number by the average number of pupils per each full-time equivalent teacher for October 30, 1964, as determined by the Superintendent of Public Instruction in (1) above. (c) He shall compute the product obtained by multiplying the excess number of pupils, if any, under the provisions of subdivision (a) of this section by ninety-seven hundredths (0.97), and shall multiply the product so obtained by the ratio of statewide change in average daily attendance to district change in average daily attendance. Change in average daily attendance shall be determined by dividing average daily attendance in grades 1, 2 and 3 reported for purposes of the first principal apportionment of the current year by that reported for purposes of the first principal apportionment of the preceding year. (d) If the school district reports that it has maintained, during the current fiscal year, any classes in which there were enrolled pupils in excess of thirty (30) per class pursuant to subdivision (a) of this section, and there is no excess number of pupils computed pursuant to subdivision (b) of this section, he shall decrease the average daily attendance reported under the provisions of Section 41601 by the product determined under subdivision (c) of this section.

7. Desired outcome/rationale. State what you hope to accomplish with the waiver. Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations. (Attach additional pages if necessary.)

Tracy Unified School District faces severe fiscal challenges from persistent state funding reductions. At the same time, the District has worked to enhance and strengthen core academic programs for our students. One strategy to manage staffing costs while maintaining effective programs is to carefully hire and assign staff to very closely match anticipated enrollment levels.

At the beginning of the 2011/12 school year, enrollment exceeded capacity in several 1st grade through 3rd grade classrooms in our higher performing schools. The alternative was to displace students from schools with high API scores to program improvement (PI) schools that had available capacity.

At the time, and based on past experience of students transience, it seemed likely that enough students would move away to correct the problems. However, unlike in previous years, no student's families moved during the school year.

Decreases of the average daily attendance imposed because class sizes exceeded limits imposed by EC 41376 is estimated to be \$ xxx,xxx for the 2011/12 school year. This loss of revenue would result in further impacts to core academic programs such as reading mathematics and science. Tracy Unified's goal is to improve academic achievement while continuing to respond to severe fiscal challenges. We respectfully request that this waiver be granted and that class size penalties not be imposed.

8. Demographic Information:

Tracy Joint Unified School District has a student population of **15972** and is located in a small city in **San Joaquin** County.

Is this waiver associated with an apportionment related audit penalty? (per EC 41344) ☒ No ☐ Yes
(If yes, please attach explanation or copy of audit finding)

Has there been a Categorical Program Monitoring (CPM) finding on this issue? ☒ No ☐ Yes
(If yes, please attach explanation or copy of CPM finding)

District or County Certification – I hereby certify that the information provided on this application is correct and complete.

Signature of Superintendent or Designee:	Title: Associate Superintendent of Business Services	Date:
Signature of SELPA Director (only if a Special Education Waiver)		Date:
FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY		
Staff Name (type or print):	Staff Signature:	Date:
Unit Manager (type or print):	Unit Manager Signature:	Date:
Division Director (type or print):	Division Director Signature:	Date:
Deputy (type or print):	Deputy Signature:	Date:



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: May 14, 2012
SUBJECT: Adopt Resolution No. 11-25 Rendering Certain City of Tracy Zoning Ordinances Inapplicable to District Property Pursuant to Government Code Section 53094

BACKGROUND: On March 28, 2012 the City of Tracy Planning Commission held a public hearing to consider an amendment to the Tracy Municipal Code Sign Regulations affecting signs on school sites. The Tracy Unified School District is subject to the jurisdiction of the Department of General Services, Division of State Architect (DSA) and makes application to that agency regarding signage on our sites.

The City's zoning ordinances regulating signs and signage may be inconsistent with the District's intended use of District property.

RATIONALE: Education Code Section 53094 authorizes a school district to render city or county zoning ordinances inapplicable to real property not intended for use as nonclassroom facilities. Resolution 11-25 renders all zoning ordinances imposed by the City related to the regulation of signs and signage on District Property inapplicable.

FUNDING: N/A

RECOMMENDATION: Adopt Resolution No. 11-25 Rendering Certain City of Tracy Zoning Ordinances Inapplicable to District Property Pursuant to Government Code Section 53094

Prepared by: Bonny Carter, Director of Facilities and Planning



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 11-25**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TRACY
JOINT UNIFIED SCHOOL DISTRICT RENDERING CERTAIN CITY
OF TRACY ZONING ORDINANCES INAPPLICABLE TO DISTRICT
PROPERTY PURSUANT TO GOVERNMENT CODE SECTION 53094**

WHEREAS, Tracy Unified School District ("District"), operates and maintains school facilities throughout the City of Tracy ("City");

WHEREAS, such District real property, including school sites and athletic facilities, does not constitute nonclassroom facilities ("District Property");

WHEREAS, the City's zoning ordinances regulating signs and signage may be inconsistent with the District's intended use of the District Property; and

WHEREAS, Government Code section 53094 authorizes a school district to render city or county zoning ordinances inapplicable to real property not intended for use as nonclassroom facilities.

Now, therefore, be it resolved by the Board of Trustees of the Tracy Unified School District as follows:

1. Recitals. The above recitals are true and correct.
2. Zoning Exemption. Pursuant to Government Code section 53094, the Governing Board hereby renders all zoning ordinances imposed by the City related to the regulation of signs and signage on District Property inapplicable.
3. Findings. In taking this action the Board of Trustees finds that it is within the best interest of the District to render such zoning ordinances inapplicable to the District Property in accordance with Government Code section 53094.

4. Authorization. The Superintendent, or designee, is authorized to notify the City of the Board's action as set forth in this Resolution within ten (10) days of the adoption of this Resolution, and to take any other actions necessary that are consistent with the intent of this Resolution.

APPROVED, PASSED AND ADOPTED this 22 day of May, 2012 by the Board of Trustees of the Tracy Unified School District, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the Board of
Trustees

ATTEST:

Clerk of the Board of Trustees



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. Sheila Harrison~~, Assistant Superintendent of Educational Services and Human Resources
DATE: May 22, 2012
SUBJECT: Approve High School Journalism Textbook Adoption

BACKGROUND: Tracy Unified School District offers a Journalism course at all three of their comprehensive high schools. Currently, there is no adopted textbook for Journalism. Historically, the curriculum for the Journalism courses has been teacher generated and highly dependent on the background and interests of the teachers. This practice has led to the development of curriculum unique to each school. This creates quite a challenge for teachers teaching Journalism for the first time. When one teacher leaves and another takes over, there is no textbook or formal curriculum left for the new teacher. Thus, the new teacher must now develop his/her own unique curriculum. The successful development of this curriculum is once again dependent on the teacher's journalism background and interests.

In order to support new teachers and to provide a consistent journalism curriculum at all three high schools, Journalism teachers from Kimball High School, Tracy High School and West High School used an evaluating rubric to evaluate three Journalism textbooks. The evaluators found the textbook, *High School Journalism*, by Homer L. Hall and Logan H. Aimone, to be an excellent match for the Journalism course.

English Department/Elective

COURSE	PUBLISHER	RECOMMENDED TEXT
Grades 9-12		
Journalism	The Rosen Publishing Group, Inc.	<i>High School Journalism</i> , ©2009

RATIONALE: Of the three textbooks reviewed, the textbook, *High School Journalism*, exceeded teachers' needs in all content areas. For example, the textbook introduces the concept of journalism in a democracy, explains how news is gathered, describes how to produce a yearbook, and presents varied topics, situations and activities that appeal to a wide range of interests and learning styles. In addition, the reading level of the text is appropriate for high school students. The graphics and pictures that accompany the text reflect the rich diverse student population in the Tracy Unified School District. The organization of the text is logical and sequential.

The materials being recommended for adoption demonstrate the highest correlation to the following evaluation criteria:

- Student engagement in critical analysis and creative thought
- Support for student writing
- Examples of stories and references that feature events throughout the world

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: The cost of the high school Journalism adoption will be approximately \$5,700. Funding for these materials will be provided through state instructional textbook funds.

RECOMMENDATION: Approve High School Journalism Textbook Adoption

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 14, 2012
SUBJECT: Approve Revisions to BP 5141.3, Health Examinations, to Eliminate Scoliosis Screening for Seventh Grade Girls and Eighth Grade Boys (Second Reading, Intent to Adopt)

BACKGROUND: Previously public school districts were mandated to do scoliosis screenings for seventh grade girls and eighth grade boys. This screening must be done by a credentialed School Nurse or Public Health Nurse. On October 8, 2010, Governor Arnold Schwarzenegger signed Senate Bill 870 (Chapter 712, Statutes of 2010), the Budget Act of 2010. In addition, he signed various "trailer bills", which amend the California Education Code (EC) and other California Codes to reflect technical changes necessary to implement the budget.

The budget package made changes to several of the funded mandates to reduce costs. The budget suspended mandated scoliosis screening through 2013, pursuant to California Education Code, Section 49451, to provide for the screening of every female pupil in grade 7 and every male pupil in grade 8, for the condition known as scoliosis.

RATIONALE: Tracy Unified has only one full-time credentialed School Nurse at this time and as a result of severe cuts in the Budget Act of 2010, it is not cost effective for Tracy Unified to provide scoliosis screening. Upon Board approval, notification letters will be sent home to parents. This agenda item meets District Goal #5: Continuously improve fiscal, facilities and operational processes.

FUNDING: No cost to the District

RECOMMENDATION: Approve Revisions to BP 5141.3, Health Examinations, to Eliminate Scoliosis Screening for Seventh Grade Girls and Eighth Grade Boys (Second Reading, Intent to Adopt)

Prepared by: Cynthia Edmiston, Coordinator of Health Services

HEALTH EXAMINATIONS

The Governing Board recognizes the importance of periodic health examinations conducted according to state health regulations.

To determine the health status of students, facilitate the removal of handicaps to learning, and determine whether special adaptations of the school program may be necessary, the Board shall require that periodic examinations be conducted which include tests for vision, and hearing, ~~and scoliosis~~. All personnel employed to examine students shall exercise proper care of each student being examined and shall ensure that the examination results are kept confidential.

A parent/guardian may annually file a statement with the principal withholding consent to any physical examination of his/her child. The child shall be exempt, but shall be subject to exclusion due to a suspected contagious or infectious disease.

The principal of each school shall notify parents/guardians of the rights of students and parents/guardians relating to health examination.

Vision & Hearing

Students shall have their vision and hearing tested by qualified personnel authorized by the district upon first enrollment in elementary school. Further examination shall take place every three years until the student has completed 8th grade. The results of the vision and hearing exam shall be entered into the student's health record. All students shall be tested for visual acuity and hearing. Color vision shall be tested once and only in male students. External observations of the student's eyes, visual performance and perception shall be done by the school nurse and the classroom teacher.

Visual and hearing defects shall be reported to the parent/guardian with a request that remedial action be taken to correct or cure the defect. The written report shall not include a referral to any private practitioner. The student may be referred to a public clinic, or diagnostic and treatment center operated by a public hospital or by the state, or county department of public health.

Scoliosis Screening

~~The Board shall provide for the screening of students for the condition known as scoliosis. Every female student in the 7th grade and every male student in the 8th grade shall be screened. The screening shall follow the standards established by the State Department of Education and shall be performed by qualified personnel as specified by law.~~

HEALTH EXAMINATIONS (Continued)

~~Persons performing the screening shall not solicit, encourage or advise treatment to the student. The same shall apply to any other condition discovered in the course of the screening for scoliosis.~~

~~The parent/guardian of any student suspected of having scoliosis shall be notified. The notice shall include an explanation of scoliosis, the significance of treatment at an early age, and the public services available for treatment. A referral to the appropriate community resources for diagnosis and treatment shall be made.~~

Interscholastic Athletic Competition

All students who participate as cheerleaders, song leaders, or athletes in interscholastic sports are required to file a current medical examination. Compliance with the medical examination requirement is not necessary for participants in a play day or a field day activity occurring occasionally during a school year in which students of one or more particular grade levels from two or more schools in the district participate in athletic contests.

If a student sustains an injury or serious illness, the student may be required by school personnel to have another examination prior to further interscholastic competition.

A student who has been excused from the physical education program because of a medical reason may not participate in any interscholastic athletic competition.

All students engaging in interscholastic athletic competition are required to meet accident insurance requirements prescribed by law.

Child Health and Disability Prevention Program

When parents/guardians enroll their children in kindergarten, the district shall inform them about their obligation to obtain or waive a health screening for their children before they enter first grade. The district shall also inform them about the availability of free health screening for low-income children, as provided under the Child Health and Disability Prevention Program, and about the evaluation services and other benefits provided under Division 106, Part 2, Chapter 3, Article 6 of the Health and Safety Code. The district shall encourage parents/guardians to arrange for their children to obtain their health screening prior to or during their kindergarten year.

HEALTH EXAMINATIONS (Continued)**Legal Reference:****EDUCATION CODE**

48211-48214	Persons excluded
49400-49410	General powers-school boards (re: pupil health)
49450-49457	Physical examinations (of pupils)

HEALTH AND SAFETY CODE

121475-121520	Tuberculosis tests for pupils
124100, 124105	Child Health and Disability Prevention Program

CODE OF REGULATIONS, TITLE 5

590-596	Vision screening
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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: November 19, 2009
SUBJECT: Approve the Request to the California Department of Education to Authorize North School as a Schoolwide Title 1 Program

BACKGROUND: Schoolwide programs (SWPs) are a cornerstone of the vision for school reform as defined in Title I of the Federal No Child Left Behind (NCLB) Act of 2001. Research shows that in order for the lowest achieving students in the highest poverty schools to meet high standards of performance, the school's entire instructional program, not just a separate Title I program, must be substantially improved. Since no separate student eligibility process is required for participation in a SWP, the advantage to a school becoming a SWP is that the SWP educational program serves ALL students. Fiscally, NCLB allows schools to consolidate or blend funds. SWP schools may then use their consolidated federal, state, and local funds to reform their entire educational program. Title I schools often choose to change their status from targeted assistance to SWP status in order to better meet the needs of their students.

RATIONALE: During the 2003-2004 school year, North School was identified as the next school within Tracy Unified School District to qualify as a Title 1 School. This determination is made based upon the number of students at each site that qualify for free and reduced lunch. To be eligible to operate as a SWP school, schools must have a concentration of students living in poverty of at least 40 percent in the initial year of the SWPs. Currently, North School has 71% of its students who qualify for free and reduced lunch. To become a SWP school, eligible Title I schools must submit a request for Authorization to be Schoolwide Program to the California Department of Education

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve the Request to the California Department of Education to Authorize North School as a Schoolwide Title 1 Program

Prepared by: Linda Dopp, Director of Alternative Programs

Notice of Authorization of a Schoolwide Program

(Please print or type all information.)

County: San Joaquin School District: Tracy Unified
 School: North Elementary CDS Code (14 digits): 3 / 9 / 7 / 5 / 4 / 9 / 9 / 6 / 0 / 4 / 2 / 8 / 6 / 5 /
 Street Address: 2875 Holly Drive
 City: Tracy Zip: 95376
 Principal: Frederick A Medina Telephone: 209-830-3350
 FAX: 209-830-3351 E-mail: fmedina@tusd.net
 Categorical Program Director: Linda Dopp Telephone: (209) 830-3210
 FAX: (209) 830-3239 E-mail: ldopp@tusd.net
District Criteria Utilized to Establish Poverty Level of School (provide actual percentage)
 Free/ Reduced Lunch 71% AFDC % Combination % Other %

To meet ESEA requirements, each school may request technical assistance during the process of completing its comprehensive needs assessment and its schoolwide program (SWP) plan. Please indicate the *entity* as well as the *individual(s)* within the entity who served your school in this capacity:

☒ San Joaquin County Office of Education Regional System of District and School Support (RSDSS) Charles V. Vidal, Director, Shela Seaton, Jennifer Davis

The undersigned certify this school is at least 40% poverty level as indicated above, and also, that the SWP plan incorporates the ten federally required components as listed on the California Department of Education SWP Web page located at <http://www.cde.ca.gov/sp/sw/rt/>

Superintendent: _____ Date: _____

Principal: Frederick A Medina Date: 5/14/2012

Date of Local Board Approval: _____

Mail completed notice to:

School Improvement and Title I Basic Office
 California Department of Education
 1430 N Street, Room 6208
 Sacramento, CA 95814-5901
 The form may also be emailed to: TitleI@cde.ca.gov



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 9, 2012
SUBJECT: Approve the Request to the California Department of Education to Authorize Jacobson School as a Schoolwide Title 1 Program

BACKGROUND: Schoolwide programs (SWPs) are a cornerstone of the vision for school reform as defined in Title I of the Federal No Child Left Behind (NCLB) Act of 2001. Research shows that in order for the lowest achieving students in the highest poverty schools to meet high standards of performance, the school's entire instructional program, not just a separate Title I program, must be substantially improved. Since no separate student eligibility process is required for participation in a SWP, the advantage to a school becoming a SWP is that the SWP educational program serves ALL students. Fiscally, NCLB allows schools to consolidate or blend funds. SWP schools may then use their consolidated federal, state, and local funds to reform their entire educational program. Title I schools often choose to change their status from targeted assistance to SWP status in order to better meet the needs of their students.

RATIONALE: During the 2008-2009 school year, Jacobson School was identified as the next school within Tracy Unified School District to qualify as a Title I School. This determination is made based upon the number of students at each site that qualify for free and reduced lunch. To be eligible to operate as a SWP school, schools must have a concentration of students living in poverty of at least 40 percent in the initial year of the SWPs. Currently, Jacobson School has 59% of its students who qualify for free and reduced lunch. To become a SWP school, eligible Title I schools must submit a request for Authorization to be Schoolwide Program to the California Department of Education. It was recently recognized that this request to become a SWP at Jacobson School was never made, nor was the approval of the Board requested. In order to be fully compliant, we seek Board approval for Jacobson School to continue as a Title 1 Schoolwide Program.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve the Request to the California Department of Education to Authorize Jacobson School as a Schoolwide Title 1 Program

Prepared by: Linda Dopp, Director of Alternative Programs

Notice of Authorization of a Schoolwide Program

(Please print or type all information.)

County: San Joaquin School District: Tracy
 School: Jacobson Elem. CDS Code (14 digits): 391754996107973
 Street Address: 1750 W. Kavanagh Ave.
 City: Tracy Zip: 95376
 Principal: Lindy Sasser Telephone: (209) 830-3315
 FAX: (209) 830-3316 E-mail: lsasser@tusd.net
 Categorical Program Director: Linda Dopp Telephone: (209) 830-3200 ext 1050
 FAX: 209-830-3239 E-mail: ldopp@tusd.net

District Criteria Utilized to Establish Poverty Level of School (provide actual percentage)

Free/ Reduced Lunch 59.2% AFDC % Combination % Other %

To meet ESEA requirements, each school may request technical assistance during the process of completing its comprehensive needs assessment and its schoolwide program (SWP) plan. Please indicate the *entity* as well as the *individual(s)* within the entity who served your school in this capacity:

☒ San Joaquin County Office of Education
Jennifer Davis

The undersigned certify this school is at least 40% poverty level as indicated above, and also, that the SWP plan incorporates the ten federally required components as listed on the California Department of Education SWP Web page located at <http://www.cde.ca.gov/sp/sw/rt/>

Superintendent: Lynthia B. Sasser Date: 5/11/12
 Principal: Lynthia B. Sasser Date: 5/11/12
 Date of Local Board Approval:

Mail completed notice to:

School Improvement and Title I Basic Office
 California Department of Education
 1430 N Street, Room 6208
 Sacramento, CA 95814-5901

The form may also be emailed to: TitleI@cde.ca.gov



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~W~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 9, 2012
SUBJECT: Approve the Request to the California Department of Education to Authorize Central School as a Schoolwide Title 1 Program

BACKGROUND: Schoolwide programs (SWPs) are a cornerstone of the vision for school reform as defined in Title I of the Federal No Child Left Behind (NCLB) Act of 2001. Research shows that in order for the lowest achieving students in the highest poverty schools to meet high standards of performance, the school's entire instructional program, not just a separate Title I program, must be substantially improved. Since no separate student eligibility process is required for participation in a SWP, the advantage to a school becoming a SWP is that the SWP educational program serves ALL students. Fiscally, NCLB allows schools to consolidate or blend funds. SWP schools may then use their consolidated federal, state, and local funds to reform their entire educational program. Title I schools often choose to change their status from targeted assistance to SWP status in order to better meet the needs of their students.

RATIONALE: During the 1995-1996 school year Central School was identified as the next school within Tracy Unified School District to qualify as a Title 1 School. This determination is made based upon the number of students at each site that qualify for free and reduced lunch. To be eligible to operate as a SWP school, schools must have a concentration of students living in poverty of at least 40 percent in the initial year of the SWPs. Currently, Central School has 78% of its students who qualify for free and reduced lunch. To become a SWP school, eligible Title I schools must submit a request for Authorization to be Schoolwide Program to the California Department of Education. It was recently recognized that this request to become a SWP at Central School was never made, nor was the approval of the Board requested. In order to be fully compliant, we seek Board approval for Central School to continue as a Title 1 Schoolwide Program.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve the Request to the California Department of Education to Authorize Central School as a Schoolwide Title 1 Program

Prepared by: Linda Dopp, Director of Alternative Programs

Notice of Authorization of a Schoolwide Program

(Please print or type all information.)

County: San Joaquin School District: Tracy Unified

School: Central Elementary CDS Code (14 digits):

Street Address: 1370 Parker Avenue

City: Tracy, CA Zip: 95376

Principal: Nancy Link Telephone: 209. 830.3303

FAX: 209. 830. 3304 E-mail: nlink@tvsd.net

Categorical Program Director: Linda Dopp Telephone: 209.830.3200 x 1051

FAX: 209.930.3239 E-mail: LDOPP@TUSD.NET

District Criteria Utilized to Establish Poverty Level of School (provide actual percentage)

Free/ Reduced Lunch 78 % AFDC % Combination % Other %

To meet ESEA requirements, each school may request technical assistance during the process of completing its comprehensive needs assessment and its schoolwide program (SWP) plan. Please indicate the *entity* as well as the *individual(s)* within the entity who served your school in this capacity:

The undersigned certify this school is at least 40% poverty level as indicated above, and also, that the SWP plan incorporates the ten federally required components as listed on the California Department of Education SWP Web page located at <http://www.cde.ca.gov/sp/sw/rt/>

Superintendent: _____ Date: _____

Principal: _____ Date: _____

Date of Local Board Approval:_____

Mail completed notice to:

School Improvement and Title I Basic Office
California Department of Education
1430 N Street, Room 6208
Sacramento, CA 95814-5901
The form may also be emailed to: TitleI@cde.ca.gov



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 9, 2012
SUBJECT: **Approve the Request to the California Department of Education to Authorize George and Evelyn Stein Continuation High School as a Schoolwide Title 1 Program**

BACKGROUND: Schoolwide programs (SWPs) are a cornerstone of the vision for school reform as defined in Title I of the Federal No Child Left Behind (NCLB) Act of 2001. Research shows that in order for the lowest achieving students in the highest poverty schools to meet high standards of performance, the school's entire instructional program, not just a separate Title I program, must be substantially improved. Since no separate student eligibility process is required for participation in a SWP, the advantage to a school becoming a SWP is that the SWP educational program serves ALL students. Fiscally, NCLB allows schools to consolidate or blend funds. SWP schools may then use their consolidated federal, state, and local funds to reform their entire educational program. Title I schools often choose to change their status from targeted assistance to SWP status in order to better meet the needs of their students.

RATIONALE: During the 2007-2008 school year, Stein School was identified as the next school within Tracy Unified School District to qualify as a Title 1 School. This determination is made based upon the number of students at each site that qualify for free and reduced lunch. To be eligible to operate as a SWP school, schools must have a concentration of students living in poverty of at least 40 percent in the initial year of the SWPs. Currently, Stein Continuation School has 63% of its students who qualify for free and reduced lunch. To become a SWP school, eligible Title I schools must submit a request for Authorization to be Schoolwide Program to the California Department of Education. It was recently recognized that this request to become a SWP at Stein School was never made, nor was the approval of the Board requested. In order to be fully compliant, we seek Board approval for Stein School to continue as a Title 1 Schoolwide Program.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve the Request to the California Department of Education to Authorize George and Evelyn Stein Continuation High School as a Schoolwide Title 1 Program

Prepared by: Linda Dopp, Director of Alternative Programs

Notice of Authorization of a Schoolwide Program

(Please print or type all information.)

County: San Joaquin School District: Tracy Unified
 School: George & Evelyn Stein High CDS Code (14 digits): 3191715141919131913171917161
 Street Address: 650 W. 10th St.
 City: Tracy Zip: 95376
 Principal: Cynthia Johannes Telephone: 209 830-3395
 FAX: 209 830-3396 E-mail: Cjohannes@tusd.net
 Categorical Program Director: Linda Boragno-Dopp Telephone: 209 830-3210
 FAX: 209 830-3239 E-mail: ldopp@tusd.net
 District Criteria Utilized to Establish Poverty Level of School (provide actual percentage)
 Free/ Reduced Lunch 63 % AFDC % Combination % Other %

To meet ESEA requirements, each school may request technical assistance during the process of completing its comprehensive needs assessment and its schoolwide program (SWP) plan. Please indicate the *entity* as well as the *individual(s)* within the entity who served your school in this capacity:

☐ _____

The undersigned certify this school is at least 40% poverty level as indicated above, and also, that the SWP plan incorporates the ten federally required components as listed on the California Department of Education SWP Web page located at <http://www.cde.ca.gov/sp/sw/rt/>

Superintendent: _____ Date: _____

Principal: Cynthia Johannes Date: 5/14/12

Date of Local Board Approval: _____

Mail completed notice to:

School Improvement and Title I Basic Office
 California Department of Education
 1430 N Street, Room 6208
 Sacramento, CA 95814-5901
 The form may also be emailed to: TitleI@cde.ca.gov



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 15, 2012
SUBJECT: Adopt Board Policy and Acknowledge Administrative Regulation 5129, Bullying Prevention (Second Reading)

BACKGROUND: The Office of Civil Rights (OCR) recently reviewed Tracy Unified School District Administrative Regulation 5129, Bullying Prevention due to a past OCR complaint regarding a student being bullied and a hostile environment being present. The school officials took appropriate disciplinary action with the students involved; however there continued to be a hostile educational environment.

RATIONALE: The revisions made were to ensure increased implementation of Bullying Prevention and to ensure investigations examine the victim's area of social environment. The Administrative Regulation was out of compliance and needed a total revision by the District's attorney, Sally Jensen Dutcher, and the Office of Civil Rights. This complies with Strategic Goal 3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: Not Applicable

RECOMMENDATION: Adopt Board Policy and Acknowledge Administrative Regulation 5129, Bullying Prevention (Second Reading)

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

BULLYING PREVENTION POLICY

The Tracy Unified School District believes that all students have a right to a safe and healthy school environment. The district, schools, and community have an obligation to promote the six pillars of character: Trustworthiness, Respect, Responsibility, Fairness, Caring and Citizenship.

The Tracy Unified School District will not tolerate bullying which shall be defined as: ~~Behavior that means one or more acts by a pupil or a group of pupils directed against another pupil that constitutes sexual harassment, hate violence, or severe or pervasive intentional harassment, threats, or intimidation that is disruptive, that causes disorder, and invades the rights of others by creating an intimidating or hostile educational environment, and includes acts that are committed personally or by means of an electronic act and social isolation or manipulation. An "electronic act" means the transmission of a communication, including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer, or pager.~~

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, that is disruptive, that causes disorder, and invades the rights of others by creating an intimidating or hostile educational environment. Bullying acts or conduct can include sexual harassment, hate violence, discriminatory harassment, threats, or intimidation directed toward one or more pupils. Discriminatory harassment and sexual harassment are a violation of students' civil rights and are also prohibited by Board Policies 5145.3-Nondiscrimination/Harassment and 5145.7-Sexual Harassment.

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

To ensure bullying does not occur on school campuses, the Tracy Unified School District will provide staff development training on bullying prevention and cultivate acceptance and understanding in all students and staff to build each school's capacity to maintain a safe and healthy learning environment.

Teachers should discuss this policy with their students in age-appropriate ways and should assure them that they need not endure any form of bullying. Students who bully are in violation of this policy and are subject to disciplinary action up to and including expulsion.

Tracy Unified School District will adopt a Student Code of Conduct to be followed by

every student.

The Student Code of Conduct includes, but is not limited to:

Any student who engages in bullying may be subject to disciplinary action up to and including expulsion.

Students are expected to immediately report incidents of bullying to the principal or staff.

Students can rely on staff to promptly investigate each complaint of bullying in a thorough and confidential manner.

If the complainant student or the parent of the student feels that appropriate resolution of the investigation or complaint has not been reached, the student or the parent of the student should contact the principal. If the complaint is not resolved at the school site/principal level the Office of Student Services should be contacted (830-3280). The school system prohibits retaliatory behavior against any complainant or any participant in the complaint process.

The procedures for intervening in bullying behavior include, but are not limited, to the following:

All staff, students, and their parents will receive a summary of this policy prohibiting bullying at the beginning of the school year, as part of the student handbook and/or information packet, as part of new student orientation, and as part of the school system's notification to parents.

The school will make reasonable efforts to keep a report of bullying and the results of the investigation confidential.

Staff are expected to immediately intervene when they see a bullying incident occur.

People witnessing or experiencing bullying are encouraged to report the incident. Such reporting will not reflect on the victim or witnesses in any way.

~~The Student Code of Conduct includes, but is not limited to:~~

~~Any student who engages in bullying may be subject to disciplinary action up to and including expulsion.~~

~~Students are expected to immediately report incidents of bullying to the principal or staff.~~

Legal Reference:

EDUCATION CODE

234.1 Safe Place to Learn

35294.2 School Safety Plan

32261 Intergovernmental Agencies School Safety

48900 (r) Grounds for Suspension/Expulsion

TUSD Board Approved April 28, 2009

Bullying Prevention TUSD**Bully Investigation Procedures****A. Purpose and Scope**

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

B. General – Definition

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

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Education Code 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

- 1. Placing a reasonable pupil or pupils in fear of harm to that pupil’s or those pupil’s person or property.**
- 2. Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.**
- 3. Causing a reasonable pupil to experience substantial interference with his or her academic performance.**
- 4. Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))**

Electronic act means the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet Web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager. (Education Code 32261)

When bullying acts or conduct are based on the actual or perceived characteristics of gender, gender identity, gender expression or sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics, staff members should address and refer complaints about such acts for consideration and investigation under the District's Sexual Harassment Policy (BP 5145.7).

When bullying acts or conduct are based on the actual or perceived characteristics of disability, nationality, race or ethnicity or religion or association with a person or group with one or more of these actual or perceived characteristics, staff members should address such acts and refer complaints about such acts for consideration and investigation under the District's Nondiscrimination/Harassment Policy (BP 5145.3).

C. Forms Used and Additional References

Bullying /Harassment Claim Interview Sheet

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

D. Procedures

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

General Procedures - Students

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

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

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

to file a formal complaint of Bullying / Harassment, the student must be willing to disclose his or her name to the alleged harasser. Parent or legal guardian shall be informed of the investigation.

General Procedures - Any Other Persons

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

Formal Complaint Procedures

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

Superintendent or designee 830-3200 ext. 1004, or e-mail: jfranco@tusd.net

Assistant Superintendent of Educational Services and Human Resources 830-3260 ext. 1304, or e-mail: sjharrison@tusd.net

Director of Student Services and Curriculum 830-3280 ext. 1605, or e-mail: phall@tusd.net

Principle or site designee please call site number, for e-mail please see site: <https://www.tracy.k12.ca.us/Pages/MainHomePage.aspx>

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

It is desirable that complaints of Bullying / Harassment be resolved in a prompt and appropriate manner. If possible, such complaints should be resolved in an informal manner. If the complaint cannot be resolved informally, the following procedures shall be followed for filing a formal complaint of Bullying / Harassment.

Step 1: Filing of Complaint

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

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

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

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

Step 2: Investigation of Complaint

Within sixty (60) school days from receipt of the complaint, excluding summer session, when the alleged violation occurred during the regular school year, the Superintendent or

designee shall complete the investigation of the complaint. This time period may be extended by written agreement of the complainant.

Step 3: Response

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

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

Step 4: Final Written Decision

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

This report shall include:

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

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

Corrective Action

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

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

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

Retaliation and Confidentiality

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

Notification – Students and Parents

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

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

Notification – Students

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

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

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

E. Reports Required

Investigation report regarding allegations of harassment.

F. Record Retention

Student and Personnel file when appropriate.

G. Responsible Administrative Units

Human Resources

Student Services

H. Approved By

Assistant Superintendent of Education and Human Resources

Director of Student Services & Curriculum

Student AR 5129 Bullying Prevention TUSD Acknowledged: 9/28/10



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of
Educational services & Human Resources
DATE: May 9, 2012
SUBJECT: Approve Agreement for Student Teaching with University of Nevada, Reno

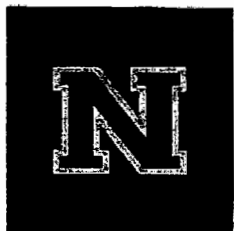
BACKGROUND: We have encouraged Institutes of Higher Education to place students in our facility to fulfill their student teaching experience with our school district. The term of this agreement shall be for a five month period commencing August, 2012 and ending December, 2012.

RATIONALE: Student teachers will be placed with permanent status teachers within our schools, which are willing to serve as Master Teachers with the approval of the site principal. This agenda item meets strategic goal #6: Develop and support a high performing work force, and goal #7: Develop and utilize partnerships that contribute to the achievement of District goals.

FUNDING: None.

RECOMMENDATION: Approve Agreement for Student Teaching with University of Nevada, Reno

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



College of Education
University of Nevada, Reno

Office of Field Experiences
University of Nevada, Reno/287
Reno, Nevada 89557
(775) 784-6248 office
(775) 327-2323 fax
www.unr.edu/educ/fx

DIRECTED TEACHING AGREEMENT

This agreement entered into, by and between the University of Nevada, Reno, and through its duly elected and qualified Dean of the College of Education, acting in its behalf, herein called UNR and the hereinafter mentioned school district, hereinafter called the District:

WITNESSETH

Whereas, pursuant to the provisions of Section 44320 of the California Education Code, the governing board of any District is authorized to enter into agreements with any university or college accredited by the Western Association of Schools and Colleges (WASC) as a teacher education institution, to provide teaching experience through directed teaching to students enrolled in teacher education curriculum of such institution; and

Whereas, any such agreement may provide for the payment in money or in services for the services rendered by the District an amount not to exceed the actual cost of the District of the services rendered by the District:

Now, therefore, it is mutually agreed between the parties hereto as follows:

SPECIAL PROVISIONS

DATE: April 20, 2012

PARTIES: University of Nevada, Reno and Tracy USD, CA.

TERM: From August 2012 through December 2012

SERVICE: Not to exceed one (1) Student Teaching Assignment of 14 weeks

RATE AND AMOUNT: \$250 Elementary Master Teacher Stipend per 14-week session of full-time directed teaching at the K-12th grade level.

METHOD OF PAYMENT: XX Stipend is to be paid directly to the master teacher.

SUPERVISION: An adjunct faculty at UNR will oversee the student teacher via Skype, phone, email, webCT, mail and fax.

University of Nevada, Reno

GENERAL TERMS

1. The District shall provide teaching experience through directed teaching to schools and classes of the District, not to exceed the number of directed teaching assignments set forth in the special provisions. Such directed teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the UNR through their duly authorized representatives may agree upon.

2. The District may, for good cause, refuse to accept for directed teaching any student of the UNR, assigned in the District. In the event of unsatisfactory performance, the UNR may terminate the assignment of any student of the UNR assigned in the District (see www.unr.edu/educ/fx and Manual: "Student Internship Failure to Attain Satisfactory Levels of Performance").

3. "Directed Teaching:" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District who hold valid clear teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the directed teaching is provided, and that they have completed a minimum of three (3) years of successful teaching experience.

4. UNR student teachers seeking placement in California will provide evidence of finger printing in the State of California to the District if so required. The rationale is that by law, student teachers are not regarded as certificated personnel and further, that they require full-time supervision.

5. The UNR will pay for the performance by the District of all services required to be performed by the District under this agreement at the aforesaid rates for each semester of full-time directed teaching or full-time supervision of student teaching provided by the District pursuant to this agreement.

6. "One semester of directed teaching" as used herein and elsewhere in this agreement is considered to be a full day of directed teaching daily for five (5) days a week for a minimum of weeks as specified in the Special Provisions of this agreement. An assignment of a student of the UNR to directed teaching in classes of schools of the District shall be for one (1) semester as mutually agreed upon between the University and the District.

7. The assignment of a student of the UNR to directed teaching in the District shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment papers or other documents provided by the UNR effecting such assignment, but not earlier than the date of such assignment as shown on such letter or other such document.

8. In the event the assignment of a student of the UNR's directed teaching is terminated by the UNR for any reason after the student has been in directed teaching and has been at the assignment for a minimum of two weeks, the District shall receive payment for the assignment on account of each student as though there has been no termination of the assignment. Said payment not to exceed more than as specified in the Special Provisions of this agreement.

University of Nevada, Reno

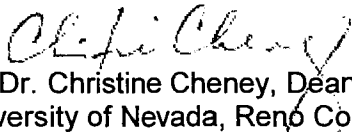
9. Within a reasonable time following the close of each semester of the UNR, the contracts sent to and returned to UNR by the master teachers will automatically be paid and sent to the home addresses of each individual.

10. Notwithstanding any other provisions of this agreement, the UNR shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the section on special provisions.

11. Students assigned to and accepted for placement in the District shall be responsible for their personal health and accident insurance. Students will obtain liability insurance through a recognized provider.

SIGNATURES

Execution of this contract is hereby requested by the University of Nevada, Reno College of Education:

by:  date: 4/20/12
Dr. Christine Cheney, Dean
University of Nevada, Reno College of Education

by: _____ date: _____
Tracy Unified School District

Direct signed agreements, questions and comments to:

Attn: Georgia Tachoures, Assistant Placement Coordinator
gtach@pyramid.net
Office of Field Experiences/287, Reno, NV 89557

Attn: Susie Martin
Personnel Analyst
smartin@tsud.net
Tracy Unified School District