

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, APRIL 17, 2012

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

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

A G E N D A

- 1. Call to Order**
- 2. Roll Call – Establish Quorum**
Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, G. Silva, B. Swenson, J. Vaughn.
Staff: J. Franco, C. Goodall, S. Harrison and B. Etcheverry.
- 3. Closed Session:** Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.
 - 3.1 Educational Services:**
 - 3.1.1** Finding of Fact #11-12/73, 74, 75, 76, 78, 79
 - 3.1.2** Waiver of Expulsion #11-12/8, 9, 10
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.
 - 3.1.3** Consideration of Offer of Settlement 11-12/#1
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.
 - 3.2 Human Resources:**
 - 3.2.1** Discharge Classified Employee #UCL-164
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.
 - 3.2.2** Approve the Non Re-Election of Probationary Certificated Employee #UC-751, Pursuant to Education Code Section 44929.21(b)
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.
 - 3.2.3** Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.
 - 3.2.4** Conference with Labor Negotiator
Agency Negotiator: Sheila Harrison
Assistant Superintendent of Educational Services & Human Resources
Employee Organization: CSEA, TEA
- 4. Adjourn to Open Session**
- 5. Call to Order and Pledge of Allegiance**

6. **Closed Session Issues:** Pg. No.
- 6a Finding of Fact #11-12/73, 74, 75, 76, 78, 79
Action: Motion ___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___
- 6b Report Out of Action Taken on Waiver of Expulsion #11-12/8, 9, 10
Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___
- 6c Report Out of Action Taken on Consideration of Offer of Settlement 11-12/#1
Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___
- 6d Report Out of Action Taken on Discharge Classified Employee #UCL-164
Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___
- 6e Report Out of Action Taken on Approve the Non Re-Election of Probationary Certificated Employee #UC-751, Pursuant to Education Code Section 44929.21(b)
Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___
7. **Approve Regular Minutes of March 27, 2012.** 1-6
Action: Motion ___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___.
8. **Student Representative Reports:** None.
9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
- 9.1 Recognize and Congratulate Deanna Medek and Beau Lawrence for Winning Premier Community Credit Union Scholarships
- 9.2 Recognize and Congratulate the Tracy High School Academic Decathlon Team for Winning the San Joaquin County Academic Decathlon Competition
- 9.3 Tracy 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.

- | | | Pg. No. |
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| 11. Information & Discussion Items: | An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting. | |
| 11.1 Administrative & Business Services: | | |
| 11.1.1 | Receive Update on Measure E Facilities Project List | 7 |
| 11.1.2 | Receive Update on the Tracy High School Stadium and Site Improvement Project and the Selection Process for a Lease-Leaseback Contractor | 8 |
| 11.1.3 | Receive Report on the California Budget and Implications to Tracy Unified | 9 |
| 11.2 Educational Services: | | |
| 11.2.1 | Receive Report on the Common Core State Standards (CCSS) | 10 |
| 12. PUBLIC HEARING: | None. | |
| 13. Consent Items: | Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items. | |
| Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__ | | |
| 13.1 Administrative & Business Services: | | |
| 13.1.1 | Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District | 11-12 |
| 13.1.2 | Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 13-14 |
| 13.1.3 | Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 15-18 |
| 13.1.4 | Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 19-20 |
| 13.2 Educational Services: | | |
| 13.2.1 | Approve Overnight Travel for Michael Costa and the Tracy High School Jazz Band to Attend the Reno Jazz Festival in Reno, NV on April 27-29, 2012 | 21 |
| 13.2.2 | Ratify Overnight Travel for West High School Track Team to Attend the Arcadia Invitational Track Meet in Arcadia, California, April 5-8, 2012 | 22 |
| 13.2.3 | Ratify Overnight Travel for Tracy High School Science Olympiad Team to Attend the NorCal Science Olympiad State Finals in Visalia, CA on April 13-14, 2012 | 23 |
| 13.2.4 | Ratify Master Contract and Individual Services Agreement with Sierra Vista, NPS for the 2011-2012 School Year | 24-57 |
| 13.2.5 | Approve Out of State Travel for Dr. Mark Miller to Attend the 2012 School Neuropsychology Institute in Dallas, Texas on July 11-13, 2012 | 58 |
| 13.2.6 | Approve Ten Year Renewal of Wide Area Network License Agreement with Sunesys | 59 |
| 13.2.7 | Ratify Contract with Allyson Moore, Behavior Consultant and Licensed Marriage, Family Therapist for the 2011-2012 School Year | 60-62 |
| 13.2.8 | Approve Overnight Travel for Debbie Johnson to Attend Nutrition and FACS Summer Conferences in Provo, Utah on June 11-14, 2012 | 63 |

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|-------------|--|----------------|
| 13.3 | Human Resources: | Pg. No. |
| | 13.3.1 Approve Classified, Certificated and/or Management Employment | 64 |
| | 13.3.2 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment | 65 |
- 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. 11-20 to Excuse Meeting Absence of Board Member | 66-67 |
| | Action: Motion___; Second___. Vote: Yes ___; No___; Absent___; Abstain ___. | |
| 14.2 | Educational Services: | |
| | 14.2.1 Approve the District Summer School Programs for 2011-2012 | 68-69 |
| | Action: Motion___; Second___. Vote: Yes ___; No___; Absent___; Abstain ___. | |
| | 14.2.2 Adopt Board Policy 5145.7 and Administrative Regulation 5145.7, Sexual and Gender Based Harassment (First Reading) | 70-81 |
| | Action: Motion___; Second___. Vote: Yes ___; No___; Absent___; Abstain ___. | |
| 14.3 | Human Resources: | |
| | 14.3.1 Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2012-2013 School Year | 82-84 |
| | 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 | May 8, 2012 | |
| 17.2 | May 22, 2012 | |
| 17.3 | June 12, 2012 | (Last regular meeting of 2011-2012) |
| 17.4 | *June 26, 2012 | * MEETING CANCELLED* |
- 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 |

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, March 27, 2012**

- 5:20 PM:** President Costa called the meeting to order and adjourned to closed session.
- Roll Call:** Board: J. Costa, W. Gouveia, T. Guzman, G. Silva, B. Swenson, J. Vaughn
Absent: G. Crandall.
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry
- 7:10 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** Report Out of Action Taken on Intra-District Attendance Appeal #11-12/AA2
Action: Denied. **Vote:** Yes-4; No-1; Absent-2(Crandall, Vaughn)
6b Finding of Fact #11-12/70, 71, 72
Action: Guzman, Swenson. **Vote:** Yes-6; No-0; Absent-1(Crandall)
6c Report Out of Action Taken on Application for Reinstatement #11-12/79, 80, 81
Action: **Vote:** Yes-5; No-0; Absent-2(Crandall, Vaughn)
6d Report Out of Action Taken on Waiver of Expulsion #11-12/7
Action: **Vote:** Yes-5; No-0; Absent-2(Crandall, Vaughn)
6e Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-163, Pursuant to Article XXIII.
Action: Approve. **Vote:** Yes-5; No-0; Absent-2(Crandall, Vaughn)
- Employees Present:** C. Minter, J. Cardoza, L. Beeso, C. Carlfeldt, D. Patterson, J. Anderson, P. Hall, K. Alcorn, D. Mahoney, C. Domenichelli, V. McDonald, N. Kettner, B. Carter, G. Garner, A. Continenente, D. Patterson, R. Riddle, S. Mudd, M. Thorburn, E. Lobaugh, M. Simas
- Press:** None.
- Visitors Present:** A. Birdi, L. Rivera, C. Chan, A. Vasquez, K. Badion, D. Bui, S. Williams, A. Shah,
- Minutes:** Approve Regular Minutes of March 13, 2012.
Action: As amended, to change first line from "Gouveia" to "Costa".
Silva, Guzman. **Vote:** Yes-6; No-0. Absent-1(Crandall)
- Student Rep Reports:** West High: Dustin Vang was unable to attend tonight.

Tracy High: Michelle Andrade reported that the freshman recently held their rally. It was a Barbie/Ken - boys v. girls theme. Link Crew also attended the rally and supported the freshman. The class of 2015 is a very spirited class. The Prom planning process is going well. They have rented a professional photographer to take unlimited pictures throughout the night and they will be available on a USB drive. The ASB elections are being held this week and will have the results on

Thursday. The Senior Breakfast theme will be “Breakfast with the Stars” and will highlight Hollywood celebrities. Leadership will hold the 2nd annual special ed dance on April 27th in the main gym. It will be a Hawaiian themed dance. They will hold their last blood drive of the year

Stein: Zachary Washington was unable to attend tonight.

Kimball High: Aloukika Shah commented that the Seniors are excited to be accepted into various colleges. The Prom ticket sales are going well and they have sold over 300 tickets. On Saturday, March 10th they will have their annual Kimball High Barnes & Noble book fair. This year they hope to raise more than \$1,000, which is the amount that was raised last year. For the past 2 weeks they have presented the play *Oklahoma*. Students worked very hard to put it on. They presented a performance at the Grand Theater for the community. Last Friday, they had an event called “Henna for Hunger”. It was an event that raised money to help save people from hunger in Somalia. Students will be taking a trip to San Jose State and the ASB elections were held last week. This weekend HOSA is having a state conference. The boys’ golf team scored 193 and the track and field event had over 20 schools participate. The girls took 2nd overall and the boys took 3rd overall.

Williams’ students, Connie Chan, ASB President and Angela Vasquez, Commissioner of Rallies reported that they held a fundraiser for survivors of Hurricane Irene. The “Pennies for Patients” donations brought in over \$1000. They are getting ready for CST testing and will give out breakfast snacks to students. Leadership will have a carnival to motivate students to try hard on the test. Their talent show is coming up. The spirit at Williams and the school pride showed as the bleachers were filled to watch games.

Freiler’s students, Asha Birdi, ASB President and Libby Rivera reported on various things happening on their campus. They have held their walkathon, Halloween dance, engineering day, Valentine dance and superhero day. Students participated in “Pennies for Patients” and the book drive. They have an active chess club, robotics club and recycling program. They are fundraising by selling cookie dough and Krispy Kreme donuts. They are getting ready for CST testing, open house and the Science Olympiad. They sent a team of 8th graders to Los Positas College and won honors and ribbons at the county science fair. They had a great turnout for science night and worked with the Mad Science organization. The Space and Engineering Academy helped students with paper rockets and robotics. This is the 8th year that the Science Olympiad team qualified to go to the Norcal competition. They won 5 medals which qualified them to go to state on April 14th.

Recognition & Presentations:

9.1 Villalovoz School Update on Staff Development Initiatives to Support Student Achievement
(See 9.2 below)

9.2 McKinley Elementary School Update on Staff Development Initiatives to Support Student Achievement

Principals of both Villalovoz and McKinley joined forces and made a combined presentation of their school sites. Both schools have had their staff work together and teachers Cindy Carlfeldt and Debbie Patterson presented a demonstration on lecture notes. They presented a lesson about the history of Tracy to the Board and had them participate. Nancy Fetzter teaches the direct instruction approach, to plan, talk and write.

Teachers have enjoyed this training and some felt it was the best workshop in 15 years. It's easy to apply and the lecture notes give students access to the core curriculum. There was an increase in the writing ability on the state sample because students feel more comfortable with writing.

9.3 Recognize and Congratulate Kimball High School Principal, Dr. Cheryl Domenichelli for Being Named Association of California School Administrators (ACSA) 2012 Secondary Principal of the Year

Dr. Sheila Harrison, recognized Dr. Cheryl Domenichelli for being named ACSA 2012 secondary principal of the year for region VII and all of California. She planned the opening of John C. Kimball High which opened in 2009. Dr. Franco presented her with a certificate.

Randy Moehnke commented on West High's robotics program. They have a huge freshman class coming in next year. This is the 4th year in the program and they have 30 students and 5 teams. One of the teams qualified for the world championship. This year it is in Anaheim in April and there will be 400 teams participating from all over. They have attended 5 different tournaments. A former graduate who is now at Sac State will come to West High and present a demonstration.

Hearing of Delegations:

Sue Mudd and Renee Riddle are volunteers with the American Cancer Society and are also TUSD employees. They spoke about Proposition 29 which will be on the ballot and they want the Board to support. It has 3 goals: to save lives, keep children from smoking, and lead to cures and treatment for cancer. None of the money goes to Sacramento. They encourage the Board to support this proposition.

Craig Saalwaetcher commented on how many good things are going on with our schools. There are a lot of things happening and isn't sure that everyone knows about them. He feels that the district calendar should have everything on it and that it would be great to have school activities also in the Tracy Press. He attended 2 WASC accreditations and thought the visits were great.

Note: The District currently has the "What's Happening" on our public website which states activities for each school. The Tracy Press is aware of this information and are able to access the information at all times. We also have individual websites for each school which contains various information and event dates.

Information & Discussion Items:

11.1 Administrative & Business Services: None.

Public Hearing:	12.1	Administrative & Business Services: None.
Consent Items:	Action:	As amended, 13.1.7, Item B, change vendor name and amount. Vaughn, Silva. Vote: Yes-6; No-0; Absent-1(Crandall)
	13.1	Administrative & Business Services:
	13.1.1	Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
	13.1.2	Approve Payroll Reports for October-December, 2011
	13.1.3	Approve Revolving Cash Fund Reports for October-November 2011
	13.1.4	Approve Accounts Payable Warrants Report for October-November, 2011 (Separate Cover Item)
	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
	13.1.7	Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
	13.2	Educational Services:
	13.2.1	Approve Conference Request to Attend the Model Schools Conference June 24-27, 2012 in Kissimmee, Florida
	13.2.2	Approve Agreement for Special Contract Services with International Center for Leadership in Education, Inc. to Hire Susan Gendron to Provide Staff Development to District Management Team on the Common Core State Standards (CCSS) on Thursday, August 2, 2012
	13.2.3	Approve Overnight Travel for the West High Robotics Team to Compete in the VEX World Championships in Anaheim, CA on April 18 to April 22, 2012
	13.2.4	Approve Travel Request for Janet Skulina and Kathy Alainiz to Attend the LRP 33 rd National Institute on Legal Issues of Educating Individuals with Disabilities in San Antonio, Texas, on May 5-9, 2012
	13.2.5	Approve Application for the Workforce Investment Act – Adult Education and Family Literacy – Section 231
	13.2.6	Approve High School Communication Studies Textbook Adoption
	13.2.7	Approve High School AP Environmental Science Textbook Adoption
	13.2.8	Approve Overnight Travel for Kimball High School (KHS) Leadership to Attend the California Association of Student Leaders (CASL) Camp in Costa Mesa, CA on March 31- April 2, 2012
	13.3	Human Resources:
	13.3.1	Approve Classified, Certificated and/or Management Employment
	13.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment
Action Items:	14.1	Administrative & Business Services:
	14.1.1	Consider Claim No. 7-1112 TUSD
	Action:	Pulled. Vote: None.

- 14.1.2** Approve Resolution No. 11-19 Finding that the Stadium and Improvement Project at Tracy High School Qualifies as a Categorical Exemption from California Environmental Quality Act
Action: Guzman, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 14.2 Educational Services:**
- 14.2.1** Acknowledge Plan of Action for Intra-District Transfers from Residential Impacted Schools
Action: Gouveia, Silva. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 14.3 Human Resources:**
- 14.3.1** Acknowledge Receipt of the California School Employees Association's Sunshine Proposal for the 2012-2013 School Year
Action: Vaughn, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 14.3.2** Adopt Resolution 11-18, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds
Action: Swenson, Guzman. **Vote:** Yes-6; No-0; Absent-1(Crandall)

Board Reports:

Trustee Gouveia attended the Hire Me First Breakfast. He attended the Diversity Committee meeting last Monday and Saturday was at the Youth Exchange fundraiser for Lions. The Lions Club has sent students to Memuro, Japan. Trustee Swenson attended the facility meeting with Bonny, Anthony, Greg and Ted and also the Babe Ruth meeting. He enjoyed seeing the recent pictures in the Friday memo of McKinley and West High and Monte Vista. Trustee Guzman attended the facilities committee meeting about the Tracy High stadium and baseball. He also attended Tracy High's presentation of *West Side Story*. He congratulated all of the students for doing a great job. Today, he attended the State of the City address. The Kimball High students performed a few songs from their play of *Oklahoma*. Everyone enjoyed it. He spoke with Kimball High's Abbey Santora and congratulated her for winning the California Association of Student Leaders scholarship of \$500. Trustee Vaughn attended the Tracy Babe Ruth meeting. We are in desperate need of fields for our kids. He congratulated Dr. Domenichelli for her great accomplishment and honor and he enjoyed the short film. Trustee Silva attended the facilities meeting and thanked the entire facility staff for their efforts in keeping all the projects going. It is appreciated. He attended the West High School Booster Club meeting. They were picked to have a fireworks stand this year. They will be out at the mall selling fireworks. Proceeds will benefit sport teams, dance and cheer programs that will pitch in and work that stand. Trustee Costa congratulated Dr. Domenichelli and Kimball High School and is pleased to have her with our district.

Superintendent Report:

Dr. Franco commented that "Tracy's Got Talent" will be presented at the Grand Theater this Saturday night. The proceeds go back to student needs. The police and fire departments will be playing in a benefit basketball game at Tracy High also on Saturday. The dinner is at 6:00 p.m. He also commented that Walter did a nice job at the Hire Me First Breakfast. The All District Music Festival is on Thursday. Last year there were too many people and the fire department would like us to stay in line with room capacity standards. This year, each performing student can purchase 2 tickets. The money will go back into the program. The local Chevrolet dealership has sponsored the last few years and we would like to

raise funds to sponsor this on our own. Sheila will be one of the emcees that night. He was able to see Tracy High's presentation of *West Side Story* and it was great. He also acknowledged the Board for being visionaries and progressing with a project such as Kimball High School.

8:44. PM:

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: April 3, 2012
SUBJECT: Update on the Measure E Facilities Projects List

BACKGROUND: Measure E, approved by the voters within Tracy Unified School District (TJUSD) on June 6, 2006, authorized the issuance of \$51 million in bonds. The Measure E project list included the construction of a stadium and pool complex and a theater complex at West High School; and, the modernization and renovation of the Tracy High School campus. With the completion of many of the projects on the bond list, the Board received a report from staff at the November 8, 2011 Board meeting which recommended moving forward with the THS Stadium Project with remaining bond funds/matching state facilities funds available. At that time staff was asked to maintain a list of future projects that could be prioritized by the Board once the remaining state funding is received.

RATIONALE: The State Allocation Board apportioned approximately \$8.5 million in funding at the December 14, 2011 SAB meeting for the THS Library project which was previously on the “unfunded” list for State apportionment funding. Staff presented a “Priority 1” list of projects at the December 13, 2011 Board meeting and received Board approval to move forward with the priority 1 projects at the January 10, 2012 Board meeting. Staff has been asked to review the “Priority 2” project list and will seek approval to move forward with identified projects on the “Priority 2” list at a later Board meeting.

FUNDING: No funding implications at this time.

RECOMMENDATION: Update on Measure E Facilities Project List

Prepared by: Bonny Carter, Director of Facilities and Planning



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: April 3, 2012
SUBJECT: Receive Update on the Tracy High School Stadium and Site Improvement Project and the Selection Process for a Lease-Leaseback Contractor

BACKGROUND: Measure E, approved by the voters within Tracy Unified School District (TJUSD) on June 6, 2006, authorized the issuance of \$51 million in bonds. The Measure E project list included the construction of a stadium and pool complex and a theater complex at West High School; and, the modernization and renovation of the Tracy High School campus. With the completion of many of the projects on the bond list, the Board received a report from staff at the February 8, 2011 Board meeting which recommended moving forward with the Facilities Committee recommendation to begin the planning process for the THS Stadium with remaining bond funds/matching state facilities funds.

RATIONALE: The Board received an update on the planning process on November 8, 2011 and approved the plans for the stadium project. Staff will present an update on the Stadium and Site Improvement Project for approval; and, is seeking approval to move forward with the selection process for a lease-leaseback contractor.

FUNDING: No funding implications at this time.

RECOMMENDATION: Receive Update on the Tracy High School Stadium and Site Improvement Project and the Selection Process for a Lease-Leaseback Contractor

Prepared by: Bonny Carter, Director of Facilities and Planning



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: April 03, 2012
SUBJECT: Receive Report on the California Budget and Implications to Tracy Unified School District

BACKGROUND: Governor Brown released his 2012-13 budget proposal in January, after which district staff made an initial report to the Board of Trustees.

RATIONALE: Since January 10th, additional information has become available. In addition, the Governor will present his May Revision to the budget, therefore, even more information may be available by the scheduled date of the April Board Meeting. Therefore, staff will present information as it is known as of the date of the Board meeting.

FUNDING: This report generates no cost.


RECOMMENDATION: Receive Report on the California Budget and Implications to Tracy Unified School District.

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



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Jim Franco, Superintendent
FROM:  Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: March 30, 2012
RE: **Receive Report on the Common Core State Standards (CCSS)**

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, 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 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). Staff will provide an update on the CCSS in four parts, during the March 30, April 17, May 8, and May 22, 2012 Board Meetings. 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 is closed.

FUNDING: None

RECOMMENDATION: Receive Report on the Common Core State Standards (CCSS)

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: April 3, 2012
SUBJECT: **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District.**

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

1. Tracy Unified School District/Tracy High School Performing Arts, attention Mr. Renner. From: Vasuki Nijagal. This donation is in the amount of \$50.00. This donation will be used in support of the Tracy High School Performing Arts program.

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

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

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

items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: March 30, 2012
SUBJECT: Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SUMMARY OF SERVICES

A. Vendor: Summit Roofing Services
Site: West High School
Item: Notice of Completion
Services: Contractor installed approximately 10,000 sq. ft. of PVC single ply roofing on the Café Building.
Cost: \$50,673.00 Change Orders: \$0.00 Total Contract: \$50,673.00
Project Funding: Deferred Maintenance 11/12



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: April 4, 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: 3D Datacom
Site: Bohn Elementary School - Project #2012-ISET-002
Item: Agreement
Services: Cabling/Rack Infrastructure Project; Modernization of Cabling Communications Infrastructure.
Cost: \$114,226.00
Project Funding: Measure S Bond Funds

B. Vendor: K S Telecom, Inc.
Site: Hirsch Elementary School - Project #2012-ISET-003
Item: Agreement
Services: Cabling/Rack Infrastructure Project; Modernization of Cabling Communications Infrastructure.
Cost: \$128,940.00
Project Funding: Measure S Bond Funds

C. Vendor: 3D Datacom
Site: Duncan-Russell High School - Project #2012-ISET-004
Item: Agreement
Services: Cabling/Rack Infrastructure Project; Modernization of Cabling Communications Infrastructure.
Cost: \$71,282.00
Project Funding: Measure S Bond Funds

D. Vendor: 3D Datacom
Site: Villalovoz Elementary School - Project #2012-ISET-005
Item: Agreement
Services: Cabling/Rack Infrastructure Project; Modernization of Cabling Communications Infrastructure.
Cost: \$141,602.00
Project Funding: Measure S Bond Funds

E. Vendor: K S Telecom, Inc.
Site: Williams Middle School - Project #2012-ISET-006
Item: Agreement
Services: Cabling/Rack Infrastructure Project; Modernization of Cabling Communications Infrastructure.
Cost: \$239,390.00
Project Funding: Measure S Bond Funds

F. Vendor: 3D Datacom
Site: Stein High School - Project #2012-ISET-007
Item: Agreement
Services: Cabling/Rack Infrastructure Project; Modernization of Cabling Communications Infrastructure.
Cost: \$104,854.00
Project Funding: Measure S Bond Funds

G. Vendor: 3D Datacom
Site: Jacobson Elementary School - Project #2012-ISET-008
Item: Agreement
Services: Cabling/Rack Infrastructure Project; Modernization of Cabling Communications Infrastructure.
Cost: \$146,399.00
Project Funding: Measure S Bond Funds

H. Vendor: Presido dba INX
Site: Multiple Schools – MDF/IDF Safety/Security Project
Item: Quote - WSCA
Services: Cisco Identity Services Engine Licenses – District-Wide
Cost: \$12,000.00
Project Funding: Measure S Bond Funds

I. Vendor: Presido dba INX
Site: Multiple Schools – MDF/IDF Safety/Security Project
Item: Quote - CMAS
Services: Provide professional services for Identify Based Networking – District-Wide
Cost: \$13,450.00
Project Funding: Measure S Bond Funds

J. Vendor: DecoTech
Site: Tracy High School
Item: Quote - CMAS
Services: Extron Polevault A/V
Cost: \$25,832.69
Project Funding: Measure S Bond Funds

K. Vendor: AMS.NET
Site: Tracy High School
Item: Quote
Services: Cabling
Cost: \$3,564.26
Project Funding: Measure S Bond Funds

L. Vendor: AMS.NET
Site: Central Elementary School – Security Camera Project
Item: Quote – Merced Focus Contract
Services: Cisco cameras, infrared lighting and installation services.
Cost: \$6,390.56
Project Funding: Measure S Bond Funds

M. Vendor: Presido dba INX
Site: Multiple Schools – MDF/IDF Safety/Security Project
Item: Quote - WSCA
Services: Provide professional services for Identity Based Networking Implementation – District-Wide
Cost: \$140,250.00
Project Funding: Measure S Bond Funds

N. Vendor: RGM and Associates
Site: Monte Vista/McKinley Schools
Item: Proposal - Ratify
Services: Consultant to provide eligibility and modernization applications for Monte Vista Middle School and McKinley Elementary School.
Cost: \$6,440.00 Not to Exceed
Project Funding: Measure S Bond Funds and State School Facilities Program (SSFP)

O. Vendor: KNN Public Finance
Site: Measure S Projects
Item: Agreement - Ratify
Services: Consultant to prepare and submit the Continuing Disclosure Annual Report to the Nationally Recognized Municipal Securities Information Repositories.
Cost: \$1,500.00
Project Funding: Measure S Bond Funds



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: April 10, 2012
SUBJECT: **Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

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

A. Vendor: Rainforth Grau Architect
Site: Tracy High School – Ag Science CTE Modernization
Item: Agreement
Services: Architectural services to modernize the Agricultural Classrooms in order to satisfy the approved grant funding application and specific code improvements required to the Agricultural Building and Weight Room Building.
Cost: \$110,964.00
Project Funding: Measure E Bond Funds and State School Building Fund (SSBF)

B. Vendor: Rainforth Grau Architect
Site: Tracy High School – EB Theater Modernization
Item: Agreement
Services: Architectural services to modernize the EB Theater Classrooms and specific code improvements required to the EB Theater Building.
Cost: \$143,862.00
Project Funding: Measure E Bond Funds and SSBF

C. Vendor: KNN Public Finance
Site: Measure E Projects
Item: Agreement - Ratify
Services: Consultant to prepare and submit the Continuing Disclosure Annual Report to the Nationally Recognized Municipal Securities Information Repositories.
Cost: \$1,500.00
Project Funding: Measure E Bond Funds



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. Sheila Harrison~~, Assistant Superintendent of Educational Services and Human Resources
DATE: March 15, 2012
SUBJECT: **Approve Overnight Travel for Michael Costa and the Tracy High School Jazz Band to Attend the Reno Jazz Festival in Reno, NV on April 27-29, 2012**

BACKGROUND: Participation in the Reno Jazz Festival is an honor for this talented group of young jazz musicians who are members of the Tracy High School Jazz Band. This year will mark the 50th Anniversary of this prestigious festival and Tracy High School's application to perform in this renowned competition has been accepted. This opportunity will provide for these students a platform to showcase their talents and to be recognized for their substantial efforts. This event will also provide students with an opportunity to experience performances and workshops by world class musicians and clinicians. Director, Mr. Michael Costa and three other District employees will transport the students to and from the event in District vehicles. The students and chaperones will stay at the Ramada Inn in Reno, NV and attend the Reno Jazz Festival where they will compete for Festival Adjudicators in front of a live audience.

RATIONALE: It is goal of the THS Performing Arts Magnet to provide students with increased performance opportunities. The students in the Tracy High School Jazz Band are uniquely qualified to participate in this event and represent Tracy High School's dedication to excellence in music. Many of these students have already been recognized by County, Regional and State Honors Ensembles and will once again be given an opportunity for recognition in the area of Performing Arts. This aligns with Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed and Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: The total cost will not exceed \$5,000. Expenses for participation in the Reno Jazz Festival will be paid out of the Tracy High Band Boosters account and students' family contributions. Substitute costs will be paid out of the Performing Arts Magnet account. Fundraiser(s) will be available to pay for those students who are unable to fund their own trip.

RECOMMENDATION: Approve Overnight Travel for Michael Costa and the Tracy High School Jazz Band to Attend the Reno Jazz Festival in Reno, NV on April 27-29, 2012.

Prepared by: Jason Noll, Principal, Tracy High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~AA~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
and Human Resources
DATE: March 27, 2012
SUBJECT: Ratify Overnight Travel for West High School Track Team to Attend the
Arcadia Invitational Track Meet in Arcadia, California, April 5-8, 2012

BACKGROUND: The West High Track Team qualified to compete at the Arcadia Invitational Track Meet on April 5 – 8, 2012 in Arcadia, California. It is an honor for the West High Track Team to compete at this event as it is one of the premier track meets in the country. Coaches, TJ Williams, Mitch Grady, Chelsea Stephens and Theresa James will chaperone and transport 12 student athletes (5 girls and 7 boys), to the event in District vans. The team will leave West High School on April 5 (after dismissal), and return on April 8, 2012. Students will not miss school as this event occurs during Spring Break. Students and chaperones will stay at the Radisson Suites in Covina, CA. It is necessary to ratify this agenda due to the late submission of the request by the school site.

RATIONALE: The WHS Track Team works hard competing throughout the year at various qualifying track meets. As competitors at the Arcadia Invitational Track Meet, the athletes will experience valuable opportunities competing as a team, as well as competing individually against alike athletes at the State level. Additionally, this event will provide an occasion for the team members to receive national recognition and attain possible scholarship proposals. This meets Strategic Goal #7 - Develop and utilize partnerships that contribute to the achievement of District goals.

FUNDING: Costs are estimated at \$150.00 per person. The West High Athletic Department will pay and/or reimburse Entry fees, gas and track related expenses upon presentation of receipts for same. There will be no cost to Tracy Unified School District. The athletes and coaches are responsible for their shared lodging costs, meals and miscellaneous expenses. Funding for this trip will be paid through a combination of fundraising opportunities and personal funding for the participants electing to participate in this competition.

RECOMMENDATION: Ratify Overnight Travel for West High School Track Team to Attend the Arcadia Invitational Track Meet in Arcadia, California, April 5-8, 2012

Prepared by: Jeff Frase, Principal - West High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: March 26, 2012
SUBJECT: **Ratify Overnight Travel for Tracy High School Science Olympiad Team to Attend the NorCal Science Olympiad State Finals in Visalia, CA on April 13-14, 2012.**

BACKGROUND: The Tracy High Science Olympiad Team qualified to compete at the NorCal Science Olympiad State Finals on April 14, 2012, by placing second at the Regional Competition. The students would like to compete at the state level. Advisors Ken Wedel and Erin McKay will chaperone fifteen (15) students throughout the event. The advisors and team will be staying at Fairfield Inn by Marriott in Visalia, CA. The team and advisors will travel to Visalia on April 13, compete on April 14 and return home on the evening of April 14. The advisors will transport the team in District vans to the State Finals. Ratification is necessary due to the team qualifying on March 10th for the State Finals.

RATIONALE: The Tracy High School Science Olympiad Team has worked extremely hard to place second at the Regional Competition. The team's contention at the Regional Competition requires that they compete at the NorCal Science Olympiad State Finals. This competition allows the team to represent Tracy at the State Competition where they can demonstrate their teamwork, knowledge and abilities in all areas of science. This meets Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed and Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: The estimated cost for lodging for the entire team is \$550.00. The San Joaquin County Office of Education will reimburse \$375.00 for meals and lodging. The balance of the cost for this trip will be paid through a combination of fundraising opportunities and personal funding for the participants electing to participate in this competition.

RECOMMENDATION: Ratify Overnight Travel for Tracy High School Science Olympiad Team to Attend the NorCal Science Olympiad State Finals in Visalia, CA on April 13-14, 2012.

Prepared by: Jason Noll, Principal, Tracy High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: ~~Dr. James C. Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: March 23, 2012
SUBJECT: **Ratify Master Contract and Individual Service Agreement with Sierra Vista, NPS for the 2011-2012 School Year**

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

RATIONALE: The student is placed in a structured setting with a behavioral component not available in the public school setting. Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting the student's needs. This request supports District Goal 2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; Goal 3: Provide a safe and equitable learning environment for all students and staff; and Goal 7: Develop and utilize partnerships to achieve District goals.

FUNDING: Contract expenses for this student for the 2011-2012 school year include 90 days with per diem costs of \$125.40 for basic and extended year education, speech and language costs at \$90.00 per hour and counseling costs at \$70.00 per day. Total expenses are not to exceed \$14,286.00. Non-public tuition expenses are budgeted in account number 01-6500-0-5750-1180-5800-800-2542.

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

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

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2011-2012

Revised May 2011

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN, NONPULIC SCHOOL AND AGENCY SERVICES

District TRACY UNIFIED SCHOOL DISTRICT

Contract Year 2011-2012

X Nonpublic School
 Nonpublic Agency

Type of Contract:

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

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

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

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

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2011-2012

CONTRACT NUMBER:

LEA:

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this **7th day of March, 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 Sierra Vista (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

\$1,000,000 personal & adv. Injury
\$3,000,000 general aggregate
\$3,000,000 products/completed operations aggregate

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

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

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

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

Part A – Statutory Limits

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

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

\$1,000,000 per occurrence
\$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 of residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no

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

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

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

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

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

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

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

59. PAYMENT FROM OUTSIDE AGENCIES

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

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

61. INSPECTION AND AUDIT

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

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

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

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

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

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

62. RATE SCHEDULE

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the Contractor certifies that:

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

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

EXHIBIT A: RATES

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

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

<u>➤ BASIC EDUCATION PROGRAM</u>	<u>RATE</u>	<u>PERIOD</u>
➤ <u>As set forth in the IEP for each student</u>	<u>\$125.40</u>	<u>per day</u>

RELATED SERVICES

	<u>RATE</u>	<u>PERIOD</u>
1) Transportation (* shall not include transportation through use of services or equipment owned, leased or contracted through LEA unless provided directly or subcontracted by the NPS/A)		
a) Transportation – Round Trip	<u>\$28</u>	<u>per day</u>
b) Transportation – One Way	<u>\$20</u>	<u>per day</u>
c) Transportation – 1 on 1 Rider (per IEP)		
d) Transportation – Safety Rider (LEA will be billed for the bus safety riders based on the proportion of students on the bus.)		
e) Transportation Dual Enrollment		
f) Public Transportation		
g) Parent*		
2) Counseling		
a) Educational Counseling – Individual	<u>\$70</u>	<u>per day</u>
b) Educational Counseling – Group	<u>\$30</u>	<u>per hour</u>
c) Counseling – Parent		
3) Adapted Physical Education		
a) Adapted Physical Education – Individual		
b) Adapted Physical Education – Group		
4) Language/Speech		
a) Language/Speech Therapy-Individual	<u>\$90</u>	<u>per hour</u>
b) Language/Speech Therapy-Group		
c) Consultation		
5) Orientation/Mobility Training		
6) Occupational Therapy		
a) Occupational Therapy – Individual		
b) Occupational Therapy – Group		
c) Occupational Therapy – Consultation Rate		
7) Physical Therapy		
8) Instructional Assistants		
a) Additional Instr. Asst. – Individual (must be authorized on IEP)	<u>\$75</u>	<u>per day</u>
9) Intensive Special Education Instruction**		
10) Behavior Intervention		
11) Nursing Services		
12) Other <u>Independent Study</u>	<u>\$50</u>	<u>per day</u>
13) Other <u>(Home & Hospital)</u>	<u>\$54</u>	<u>per day</u>

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

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

**By credentialed Special Education Teacher.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: March 28, 2012
SUBJECT: **Approve Out of State Travel for Dr. Mark Miller to Attend the 2012 School Neuropsychology Institute in Dallas, Texas on July 11-13, 2012**

BACKGROUND: Dr. Mark Miller has been a school psychologist for the Tracy Unified School District for over 15 years. The District has previously funded specific training for Dr. Miller in neuropsychology, an up and coming field important in accurately assessing students. Dr. Miller has previously attended 3 conferences in Texas to renew his certification as a school neuropsychologist. This agenda item needs to be approved for out of state travel and cost for the training on school neuropsychology.

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

FUNDING: Total Expenses not to exceed \$1,312.50. Expenses to be paid from the Special Education MAA budget account 01-0000-5770-1110-5200-800-2323.

RECOMMENDATION: Approve Out of State Travel for Dr. Mark Miller to Attend the 2012 School Neuropsychology Institute in Dallas, Texas on July 11-13, 2012

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of
Educational Services & Human Resources
DATE: March 30, 2012
SUBJECT: **Approve Ten Year Renewal of Wide Area Network License Agreement with Sunesys for High Speed Digital Fiber Wide Area Network Services**

BACKGROUND: Since November 2008, the District has been using Sunesys's high speed digital fiber as the communication (voice, data and video) transport to all District school sites. This technology infrastructure expands access to all District schools for Internet services, telephone services, and District applications such as Exchange/OWA email, Aeries/ABI, Destiny, Datawise, Food Services, VBrick ETV, and Staff/Student Portal web sites. The initial term of the Agreement was for five years with the option to renew for up to three additional terms of five years each. To exercise such option, the District must provide Sunesys with written notice to renew this Agreement.

RATIONALE: Per the Agreement, beginning with the 61st month of these fiber network services, the District's reoccurring monthly license fee will be reduced by 50%. Utilization of this Agreement will allow the District to provide the most cost effective fiber network services to all school sites. In addition, each year the District does apply for both Federal E-rate and California Teleconnect Fund (CTF) funding to assist in paying for these fiber network services. This agenda item meets Strategic Goal #4: Utilize technology as a tool for improvement in instruction, and to increase efficiency in operations across the District.

FUNDING: N/A

RECOMMENDATION: Approve Ten Year Renewal of Wide Area Network License Agreement with Sunesys for High Speed Digital Fiber Wide Area Network Services.

Prepared by: Cindy Minter, Director of Information Services and Educational Technology.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: March 27, 2012
SUBJECT: Ratify Contract with Allyson Moore, Behavior Consultant and Licensed Marriage, Family Therapist for the 2011-2012 School Year

BACKGROUND: Under the provisions of AB114, school districts must now provide any mental health services necessary for students with disabilities to receive Free Appropriate Public Education (FAPE) or benefit from the special education program. Ms. Moore has a lengthy history with TUSD and as a Board Certified Behavior Analyst and a Licensed Marriage & Family Therapist, she presents unique skills to assist TUSD in developing programs to meet the mental health needs of our students, especially students of children with autism, as required by the new AB114.

RATIONALE: School districts are now required to provide mental health support to children with IEP's. TUSD is utilizing outside sources to provide training to current psychologists as well as consultation for higher levels of need that TUSD must service under the new AB114 regulations. This request supports District Goal 2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; Goal 3: Provide a safe and equitable learning environment for all students and staff, and Goal 7: Develop and utilize partnerships to achieve District goals.

FUNDING: Expenses for this contract are billed at \$100.00 per hour. Total contract expenses will not exceed a total of \$2,000 from March 1, 2012 through June 30, 2012. Funding for Nonpublic agency expenses are budgeted in account #01-6512-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Contract with Allyson Moore, Behavior Consultant and Licensed Marriage, Family Therapist for the 2011-2012 School Year

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Consultation and training to psychologists regarding mental health issues, social skills and behavior as it relates to mental health; assisting with developing process to access various levels of mental health support within TUSD
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **20 HOURS until June 30th**, under the terms of this agreement at the following location: any and all school sites in TUSD.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 100.00 per **HOURLY**, not to exceed a total of \$ 2000.00 Contractor shall only be paid for work completed to the satisfaction of District through, the termination date of this agreement.
 - b. District [☐] **SHALL**; [☒] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$_____ for the term of this agreement.
 - c. District shall make payment on a [☐] **MONTHLY PROGRESS BASIS**, [☒] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on March 1, 2012, and shall terminate on June 30, 2012.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Dr. Janet Skulina (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Signature, Tracy Unified School District

Date

Dr. Janet Skulina Director, Special Education
Title

Account Number to be Charged

Budget Approval

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

Date Approved by the Board

Send all copies to the Business Office:

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



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: March 21, 2012
SUBJECT: **Approve Overnight Travel for Debbie Johnson to Attend Nutrition and FACS Summer Conferences in Provo, Utah on June 11-14, 2012.**

BACKGROUND: Debbie Johnson, Consumer Home Economics teacher will travel to Brigham Young University (BYU) in Provo, Utah to attend the Nutrition and FACS Summer Conferences in Provo, Utah on June 11-14, 2012. The first conference will focus on Food Science and Nutrition, and the second conference will focus on Family and Consumer Sciences which are both components of the Home Economics curriculum. The purpose of attending the conferences is to enhance the current Home Economics curriculum. Accommodations are not necessary as Mrs. Johnson will be staying with family during the conferences.

RATIONALE: The conferences which are held at BYU will focus and concentrate exclusively on the curriculum for Home Economics teachers. These conferences align with Strategic Goals #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed and Strategic Goal #6: Develop and support a high performing workforce.

FUNDING: Expenses for the conferences will be paid out of ROP funds and the Home Economics account. The cost of the conferences will not exceed \$600.00.

RECOMMENDATION: Approve Overnight Travel for Debbie Johnson to Attend Nutrition and FACS Summer Conferences in Provo, Utah on June 11-14, 2012.

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



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~HA~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: March 30, 2012
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Camacho, Cynthia

CLASSIFIED

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

Caulfield, Michael

Utility Person III (New)
Transportation/Maintenance
Range 36, Step A - \$16.53 per hour + ND
8 hours per day
Funding: General Fund – 25%; Transportation
Special Ed – 50% and Ongoing and Major
Maintenance – 25%

Fowler, Porsha

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

Henderson, Tiffany Ann

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

Matasol, Cinthya

Food Service Worker (Replacement)
West High School
Range 22, Step C - \$13.11 per hour
6 hours per day
Funding: Child Nutrition-School Program

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
 & Human Resources
DATE: March 30, 2012
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified,
 Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED MANAGEMENT RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Banchero, Sarah Head Counselor	West High	06/30/12	Returning to Counselor position

BACKGROUND:

CERTIFICATED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Babcock, Kimberly Kindergarten	Poet	06/02/12

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Henderson, Tiffany Ann Food Service Worker	WHS	03/27/12	Accepted 6 hour per day FSW position at WHS
Hernandez, Patricia K-8 Library Technician	McKinley	04/05/12	Personal
Matasol, Cinthya Food Service Worker	North/Poet	03/16/12	Accepted 6 hour per day FSW position at WHS

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



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. James C. Franco, Superintendent
DATE: April 2, 2012
SUBJECT: Adopt Resolution No. 11-20 to Excuse Meeting Absence of Board Member

BACKGROUND: Board Bylaw 9250 and Education Code §35120 provide that a Board "...member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting...the absence was due to a hardship deemed acceptable by the board;"

RATIONALE: Board of Education member Gregg Crandall was absent for the meeting held March 27, 2012, due to surgery. The Board of Education finds that Gregg Crandall's absence from the meeting of March 27, 2012, was due to hardship deemed acceptable by the Board of Education;

FUNDING: Unrestricted General Fund, Previously Budgeted.

RECOMMENDATION: Adopt Resolution No. 11-20 to Excuse Meeting Absence of Board Member.

Prepared by: Dr. James C. Franco, Superintendent



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 11-20
Resolution to Excuse Meeting Absence of Board Member**

WHEREAS, Board Bylaw 9250 and Education Code §35120 provide that a Board "...member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting...the absence was due to a hardship deemed acceptable by the board;"

WHEREAS, Board of Education member Gregg Crandall was absent for the meeting held March 27, 2012, due to surgery;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education finds that Gregg Crandall's absence from the meeting of March 27, 2012, was due to hardship deemed acceptable by the Board of Education;

BE IT FURTHER RESOLVED that the Board of Education therefore determines that Mr. Crandall shall be paid for his absence from the meeting of March 27, 2012, and further directs that the adoption of this Resolution shall be recorded in the minutes of this meeting of April 17, 2012.

Resolved this 17th day of March, 2012, at a regular meeting of the Board of Education of the Tracy Unified School District by the following vote:

AYES: NOES: ABSENT: ABSTENTION:

PRESIDENT, BOARD OF EDUCATION
TRACY UNIFIED SCHOOL DISTRICT

Attest:

I certify that the foregoing resolution was adopted by the Board of Education of the Tracy Unified School District, County of San Joaquin, on the date shown above.

Clerk
Board of Education
Tracy Unified School District



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: ~~Dr. James C. Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: March 30, 2012
SUBJECT: Approve the District Summer School Programs for 2011-2012

BACKGROUND: Despite major budget cuts over the past three years, T.U.S.D. has provided a limited number of Summer School opportunities which have included mandated Special Education Programs and several Credit Recovery Courses for Tracy Unified students. In an effort to best meet the academic needs of our students and comply with federal mandates, a modified Summer School program for this summer is proposed.

RATIONALE: The District is required to provide an extended year Special Education Program each summer. This mandated program is for eligible students in grade levels Pre-K through young adult. The Special Education Program for Pre-school through 8th grade students will be held at North School, and the program for Special Education 9th through young adult will be held at West High School at the Institute for Global Commerce and Government (I.G.C.G.). In addition, the District will provide an opportunity for current 12th graders who do not meet graduation requirements by May 2012 to recover credits needed to graduate through the Tracy Adult School and the District Summer School Program.

In addition, two programs will be offered to support English Learners. The District will partner with the San Joaquin County Office of Education's Migrant Education Program, to provide a summer school program for Migrant Education students, grades 1st through 8th grade. This program will be funded by the SJCOE Migrant Education Department. A new program for 4th and 5th grade English Learners will be conducted, and will also be held at North School. We also anticipate that the City of Tracy will fund two classes for 7th grade math students. This will be the Summer Algebra Academy.

For children who will be entering Kindergarten in Fall, 2012, a Kindergarten Bridge Program will be held at Central School. This program is funded through the Building Literacy Together (First 5) Grant.

The dates for all Summer School programs are as follows:

- Special Education Pre-K through 8th grade: June 12 - July 10, 2012
- Special Education grades 9th through young adult: June 12 - July 13, 2012
- Credit Recovery Program for 12th grade students: June 12 - July 13, 2012
- Migrant Education Program grades 1st – 8th: June 12 - July 10, 2012
- English Learners Program, grades 4-5: June 12 – July 10, 2012
- Summer Algebra Academy for current 7th grade students; June 18 – July 10, 2012

- Kindergarten Bridge Program for entering Kindergarten students: June 5 – June 14, 2012

High School students who are not eligible to participate in Tracy Unified's summer programs may make up credits for courses failed during the school year by completing approved online courses or attending a State Junior College over the summer. Students may earn a maximum of 30 credit recovery units during the summer. Students interested in taking credits for acceleration may elect to enroll in approved online courses or attend a State Junior College over the summer. All courses must be CSU/UC approved and students must be on track to graduate on time. Students may earn up to 20 credits. The cost associated with taking online Credit Recovery or Acceleration courses will be the responsibility of the student, parent or guardian. Students enrolling in these courses must obtain prior written approval from the site principal and counselor.

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: All Special Education classes and the Credit Recovery Summer Program will be funded by District and State designated funds. The Migrant Education Program will be funded by the SJCOE Migrant Education Program. The Summer Algebra Academy will be funded by a grant from the City of Tracy. The English Language Learners Program will be funded from Title III. The Kindergarten Bridge Program will be funded by First 5. The costs associated with Credit Recovery and Acceleration courses will be the responsibility of the student, parent or guardian.

RECOMMENDATIONS: Approve the District Summer School Programs for 2011-2012.

Prepared by: Linda T. Boragno-Dopp, Director of Alternative Programs



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~HA~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: March 27, 2012
SUBJECT: Adopt Board Policy 5145.7 and Acknowledge Administrative Regulation 5145.7, Sexual and Gender Based Harassment (First reading)

BACKGROUND: The Office of Civil Rights recently reviewed Tracy Unified School District Board Policy and Administrative Regulation 5145.7, Sexual and Gender Based Harassment 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 by changing the title from the original (Sexual Harassment) to the title of Sexual and Gender Based Harassment Board Policy and Administrative Regulation 5145.7 and to ensure investigations examine areas of the victim's social environment. Only the title was changed in Board Policy 5145.7. However, the Administrative Regulation (AR) 5145.7 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 5145.7 and Acknowledge Administrative Regulation 5145.7, Sexual and Gender Based Harassment (First reading)

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

Students

BP 5145.7

SEXUAL AND GENDER-BASED HARASSMENT

The Governing Board is committed to maintaining a learning environment that is free of harassment. The Board prohibits sexual and gender-based harassment of any employee, student, or other person at school or at any school-related activity. Sexual harassment is a form of sex discrimination under Title IX of the Education Amendments of 1972 and is prohibited by both federal and state law.

It shall be a violation of this policy for any district employee to harass another district employee, applicant or student through conduct or communications of a sexual nature as defined in Administrative Regulation 4119.11. It shall also be a violation of this policy for students to harass other students or district employees through conduct or communications of a sexual nature as defined in Administrative Regulation 5145.7.

Information

The Superintendent or designee shall ensure that students receive age-appropriate information related to sexual harassment. Such information shall include:

1. Examples of acts and behavior which constitute sexual harassment
2. Students shall be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation, gender identity, or gender expression.

They shall further be assured that they need not endure, for any reason, any harassment which impairs the educational environment or a student's emotional well-being at school.

Teachers shall discuss this policy with their students in age-appropriate ways and should assure them that they need not endure any form of sexual harassment.

3. Information about the district's procedure for investigating complaints and the person(s) to whom a report of sexual harassment should be made.

Students shall be informed that they should immediately contact the principal or designee if they feel they are being harassed.

4. Students shall be encouraged to report observed instances of sexual harassment, even where the victim of the harassment has not complained

Complaint Process

The Board expects students or staff to immediately report incidents of sexual harassment to the principal or designee, to another district administrator or a faculty member. Any student who

feels that he/she is being harassed should immediately contact the principal or designee at his/her school.

Staff shall immediately report complaints of sexual harassment to the principal or designee or to another district administrator. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

The Superintendent or designee shall ensure that any complaints regarding sexual harassment are immediately investigated. The investigation shall include identification of any other students, in addition to the complainant, who may have been subjected to the prohibited harassment and who may have been subjected to a hostile environment.

If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment can be filed in accordance with AR 1312.1 – Complaints Concerning District Employees or AR 1312.3 – Uniform Complaint Procedures. The principal or designee or district administrator shall determine which procedure is appropriate.

The district prohibits retaliatory behavior against any complainant or any participant in the complaint process, except as necessary to carry out the investigation or take other subsequent necessary action.

Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

The Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in the schools.

Disciplinary Actions

Any student who engages in sexual harassment of anyone at school or at a school-related activity is in violation of this policy and shall be subject to disciplinary action... For students in grades 4-12, disciplinary action may include suspension and/or expulsion.

Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

Effects of Sexual Harassment

The Superintendent or designee shall ensure that if sexual harassment has occurred, he/she shall take prompt, appropriate action to end the harassment and to address its effects on the victim(s). The types of actions will vary depending on the circumstances, but may include discipline of the harasser, counseling and/or other support services for any person found to have been subjected to

prohibited harassment, or separation of the victim(s) and the harasser. When separation of the victim and harasser is warranted, the Superintendent or designee shall not unduly burden the victim.

Legal Reference:

CIVIL CODE

51.9 Liability for sexual harassment; business, service and Professional relationships

1714.1 Liability of parents/guardians for willful misconduct of Minor

EDUCATION CODE

200-264.2 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48904 Liability of parent/guardian for willful student misconduct

48980 Notice at beginning of term

UNITED STATES CODE, TITLE 42

2000d & 2000e et seq. Title VI & Title VII, Civil Rights Act of 1964 as amended

2000h-2et seq. Title IX, 1972 Education Act Amendments

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130

Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736

Davis v. Monroe County Board of Education, (1999) 526 U.S. 629

Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274

Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473

Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

TUSD Adopted: 6/9/98

Revised:

SEXUAL AND GENDER-BASED HARASSMENT

A. Purpose and Scope

The Governing Board is committed to maintaining an environment free of sexual harassment.

B. General

1. Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, or other verbal, visual or physical conduct of a sexual nature made by a district employee to a student or another district employee, or when made by a student to another student, of the same or opposite sex in the educational setting, where:
 - a) Submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment, academic status or progress; or
 - b) Submission to or rejection of the conduct by an individual is used as the basis for academic or employment decisions affecting the individual; or
 - c) The conduct has the purpose or effect of having a negative impact on the individual's academic or work performance or of creating an intimidating, hostile or offensive educational or work environment.
 - d) Submission to or rejection of the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the school or any district program or activity.
2. Other types of conduct which are prohibited in the district and which may constitute sexual harassment include, but are not limited to:
 - a) Unwelcome leering, sexual flirtations, or propositions.
 - b) Sexual suggestions or obscene letters, notes, invitations, unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions.
 - c) Attempts to pull down pants or gym shorts or flip up skirts.

- d) Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures or computer-generated images of a sexual nature
- e) Graphic verbal comments about an individual's body or overly personal conversation
- f) Teasing, name-calling or sexual remarks about an individual's gender identity, gender expression or sexual orientation.
- g) Massaging, grabbing, fondling, stroking, or brushing the body
- e) Spreading sexual rumors.
- f) Touching an individual's body or clothes in a sexual way.
- g) Impeding or blocking normal movements.
- h) Purposefully limiting a student's access to educational tools.
- i) Displaying sexually suggestive objects in the educational or work environment.
- j) Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction is not considered sexual harassment.)
- k) Implying or withholding support for an appointment, promotion, or change of assignment; suggesting a poor performance report will be prepared; or suggesting probation or other discipline will be used. Within the educational environment, implying will withhold or actually withholding grades earned or deserved; suggesting a poor performance evaluation will be prepared; or suggesting a scholarship recommendation or college application will be denied.
- l) Coercive sexual behavior used to control, influence, or affect the career, salary, and/or work environment of another employee. Within the educational environment, engaging in coercive sexual behavior to control, influence, or affect the educational opportunities, grades, and/or learning environment of a student.
- m) Offering favors or educational or employment benefits, such as grades or promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassifications, etc., in exchange for sexual favors.

In determining whether the alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the harassment and the context in which the alleged incidents occurred will be considered.

C. Forms & Additional References

None

D. Procedures

1. Student Harassment

Any student who feels that he or she is being sexually harassed by an employee, another administrator or faculty member and report the harassment without fear of reprisal. The student does not have to report the harassment to his or her teacher, especially if the student believes that the teacher is the harasser. The student can make this report along or with his or her parent/guardian.

A district employee who receives a report of sexual harassment of a student or who witnesses the sexual harassment of a student shall immediately report the harassment to the Assistant Superintendent of Education Services and Human Resources (if alleged harassment is by a district employee) or the principal or principal's designee (if the alleged harassment is by another student). Administrators, upon receiving a sexual harassment report from a student, shall inform the student of his or her rights and shall make every effort to assist the student in securing those rights. The administrator shall provide the student with a copy of the sexual harassment policy as well as the Administrative Regulations which contains procedures for filing complaints regarding sexual harassment.

Each complaint of sexual harassment shall be promptly investigated in a way that attempts to respect the privacy of all parties concerned. Formal complaints of sexual harassment filed in accordance with the complaint procedures contained in Administrative Regulations 4119.11; 4219.11; and 5145.7 will be investigated in accordance with "Step 2" of those procedures. If the complaint requests that his or her name not be disclosed to the 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 sexual harassment, however, the student must be willing to disclose his or her name to the alleged harasser.

Students who allege sexual harassment by their teacher may request to be transferred out of the teacher's class. The district will attempt to accommodate such requests to the extent practicable. Students who believe that a district employee (e.g., teacher, staff member, etc.) has touched them inappropriately or made inappropriate comments to them of a sexual nature should report such conduct immediately. Even if such behavior is not considered sexual harassment under this policy, it may be in violation of other rules and standards of conduct of the district.

2. Harassment of Employees/Staff/Applicants for Employment

Any employee or applicant for employment who feels he or she has been sexually harassed should immediately report such incidents to his or her supervisor, the Assistant Superintendent of Education Services and Human Resources, or any other member of the Administration, without fear of reprisal. An employee or staff member need not first report the harassment to his or her supervisor, especially if the employee or staff member believes the supervisor engaged in or

knowingly tolerated any harassment. policy and Administrative Regulation which contains complaint procedures for filing a formal sexual harassment complaint will be provided to the complainant and to any other individual upon request.

Any supervisor or administrator who receives a sexual harassment complaint shall notify the Superintendent or the Assistant Superintendent of Education Services and Human Resources, who shall ensure that the complaint is appropriately and promptly investigated. (See complaint procedures which are included Administrative Regulation 4118.11 and 4218.11 for the necessary steps: in filing a formal complaint of sexual harassment.)

3. Any Other Persons Alleging Harassment By A District Employment, or Student

Any person who alleges sexual harassment by any employee, or student in the district may file a complaint under the complaint procedures contained in Administrative Regulation 4118.11; 4218.11; and 5145.8.

4. Sanctions

A substantiated charge of sexual harassment against an employee of the district shall subject the employee to disciplinary action, up to and including discharge. Such discipline shall be consistent with the California Education Code and any collective bargaining agreement, if applicable. If the conduct complained of constitutes sexual harassment under this policy, a charge of such conduct will be substantiated where a preponderance of evidence supports the allegations.

A substantiated charge against a student in grades 4 through 12 in the district shall subject that student to student disciplinary action, up to and including suspension or expulsion, consistent with the student discipline code and the California Education Code. If the conduct complained of constitutes sexual harassment under this policy, a charge of such conduct will be substantiated where substantial evidence supports the allegations.

5. Notifications – Employees

A copy of the sexual 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 sexual harassment policy and the administrative regulation which contains the complaint procedures will be circulated to all employees of the district at the beginning of the first quarter or semester of the school year, and to any new employee at the time that the new employee is hired. A copy of the 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 instruction.

All employees additionally shall receive a copy of an information sheet prepared by the California Department of Fair Employment and Housing (“DFEH”) that includes information in sexual harassment, including the legal remedies and complaint process available through the DFEH and directions on how to contact this agency. A notice advising employees of the DFEH’s requirements, including the prohibition against unlawful harassment based on sex, shall be posted at the main administrative building. The address and telephone number of the DFEH are as follows:

Department of Fair Employment and Housing
2000 O Street, Suite 120
Sacramento, CA 95814
(916) 455-9918

Federal agencies enforcing the prohibition of sexual harassment are the Equal Employment and Opportunity Commission (“EEOC”) and the Office of Civil Rights (“OCR”). The addresses and telephone number of these agencies are as follows:

Office of Civil Rights
Old Federal Building
50 United Nations Plaza, Room 239
San Francisco, CA 94102

Equal Employment Opportunity Commission
1265 West Shaw Avenue, Room 103
Fresno, CA 93711

6. Notifications – Students

A copy of this policy 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 sexual harassment policy and administrative regulation which contains the complaint procedures will be given to all 6-12 students and parents or guardians upon enrollment and annually thereafter. A copy 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. Notification of policy will be given to parents. Teachers shall discuss this policy with their students in age-appropriate ways and should assure them that they need not endure any form of sexual harassment.

Students may also file a separate claim of sexual harassment with the OCR. The address and telephone number of the OCR is listed under the notifications section for employees. The time limit for filing a complaint with the OCR is 180 days from the date the act of sexual harassment occurred, or if a student decides to file a complaint internally with the district under the complaint procedures outlined in Administrative Regulation 5145.7, sixty (60) days after that complaint process is exhausted.

7. Complaint Procedures

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

Superintendent
1875 W. Lowell Ave., Tracy CA 95376
830-3200

Assistant Superintendent of Educational Services and Human Resources
1875 W. Lowell Ave., Tracy CA 95376
830-3260

Director Student Services and Curriculum
1875 W. Lowell Ave., Tracy CA 95376
830-3280

It is desirable that problems and complaints of alleged sexual harassment brought by students, employees, parents or other members of the community be resolved in a prompt and equitable manner. If possible, such problems and 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 sexual harassment:

Step 1: Filing of Complaint

Any individual, public agency or organization may file a written complaint of alleged noncompliance.

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 date stamp.

All types of complaints regarding sex equity and sexual harassment must be initiated, in writing, within sixty (60) calendar days of the date the alleged violation occurred, or the date the complainant first obtained knowledge of the facts of the alleged violation.

If a complainant is unable to put a complaint in writing due to conditions such as illiteracy or other disabilities, district staff 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 Governing 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 complaint 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:

1. The findings and disposition of the complaint.
2. Notice of the complainant's right to appeal the decision to the California Department of Education, 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 effective action was taken and that the employee or student was informed of district expectations. The report shall not give any further information as to the nature of the disciplinary action. However, when a student is expelled as a result of a substantiated charge of sexual harassment, the expulsion record shall be a non-privileged, dis-closable public record.

If dissatisfied with the district's decision, the complainant may appeal in writing to the California Department of Education within 15 days of receiving the district's decision. For good cause, the Superintendent of Public Instruction may grant an extension for filing appears.

When appealing to the California Department of Education, the complainant must specify the reason(s) for appealing the district's decision and must include a copy of the locally filed complaint and the district's decision. (Title 5, Section 4652)

E. Record Retention

None

F. Reports Required

Sexual Harassment (student log)

G. Responsible Administrative Unit

Human Resources
Educational Services
Student Services

H. Approved by:

Assistant Superintendent of Educational Services and Human Resources
Director Student Services and Curriculum

TUSD Acknowledged: 6/9/98
Revised:



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: April 2, 2012
SUBJECT: Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2012-2013 School Year

BACKGROUND: The current three-year contract between the California School Employees Association (CSEA) and the Tracy Unified School District expires June 30, 2014. CSEA submitted its initial bargaining proposal for the 2012-2013 school year at the regularly scheduled board meeting on March 27, 2012.

RATIONALE: Pursuant to the current Master Agreement between TUSD and CSEA of 2011-2012, 2012-2013, 2013-2014, the District must also submit its initial bargaining proposal within 30 days after receipt of the Association's proposal. The CSEA is requesting to meet and negotiate with the District for the Articles shown on the attached proposal. The District also chooses to open Article XIX, Sick Leave, and Article XXVI, Vacation Leave.

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

FUNDING: N/A

RECOMMENDATION: Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2012-2013 School Year

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



**California
School
Employees
Association**

5375 West Lane
Stockton, CA 95210
(209) 472-2170
(800) 757-4229
FAX: (209) 472-2089
www.csea.com

Member of the AFL-CIO

*The nation's largest
independent classified
employee association*

*Member of the National
Association of Classified
School Employees
(NACSE), representing
independent public
employees throughout
the nation*



March 19, 2012

**VIA FACSIMILE & U.S. MAIL
(209) 830-3264**

Dr. Sheila J. Harrison, Assistant Superintendent
Human Resources
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376

RE: CSEA Initial Bargaining Proposal for Contract Reopener

Dear Dr. Harrison:

Pursuant to the agreement between the California School Employees Association and its Tracy Unified Chapter # 98 and the Tracy Unified School District which expires June 30, 2014, please find attached the initial proposal for amendments and modifications to the current collective bargaining agreement.

Please consider this document for the public notice provisions pursuant to Government Code Section 3547(a). The California School Employees Association and the Tracy Unified Chapter # 98 desire to commence negotiations as soon as possible after the completion of the public notice provisions.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Carol Black
Labor Relations Representative

CB/jpk

Enclosure – Initial Proposal

cc: Karen Gardener, Area Director; Rose Roach, Field Director RDFO;
Dorsey McCowan, Regional Representative #42; Gayle Garner,
President Chapter #98; file

**Tracy Unified #98
Initial Proposal Summary**

ARTICLE VIII -- Pay and Allowances

Increase to salary schedule for all bargaining unit employees.

ARTICLE XI-- Hours and Overtime

There is a concern that overtime distribution is inequitable.

ARTICLE X -- Fringe Benefits

CSEA would like to discuss increased costs and contribution.

ARTICLE XLIII -- Transportation

There is a concern that overtime distribution is inequitable.