

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, FEBRUARY 28, 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 Administrative & Business Services: None.

3.1.1 Conference with Legal Counsel

Pending Litigation

Gilbert v. TJUSD,

SJ County Superior Court, No. 39-2009-00221843-CU-BT-STK

3.2 Educational Services:

3.2.1 Finding of Fact #11-12/51, 60, 61, 62, 63

3.2.2 Application for Reinstatement #11-12/76, 77, 78

Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___

3.2.3 Waiver of Expulsion #11-12/6

Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___

3.3 Human Resources:

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

Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.

3.3.2 Conference with Labor Negotiator

Agency Negotiator: Sheila Harrison

Assistant Superintendent of Educational Services & Human Resources

Employee Organization: CSEA, TEA

4. Adjourn to Open Session

- | | Pg. No |
|---|--------|
| 5. Call to Order and Pledge of Allegiance | |
| 6. Closed Session Issues: | |
| 6a Finding of Fact #11-12/51, 60, 61, 62, 63
Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __ | |
| 6b Report Out of Action Taken on Application for Reinstatement #11-12/76, 77, 78
Action: Vote: Yes __; No __; Absent __; Abstain __ | |
| 6c Waiver of Expulsion #11-12/6
Action: Vote: Yes __; No __; Absent __; Abstain __ | |
| 7. Approve Regular Minutes of February 14, 2012.
Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __. | 1-4 |
| 8. Student Representative Reports: West High: Dustin Vang; Tracy High: Michelle Andrade; Stein: Zachary Washington; Kimball High: Aloukika Shah. | |
| 9. Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement: | |
| 9.1 Recognize and Congratulate the West High School Boys Soccer Team for Winning the Tri-City Athletic League Title and Being D1 Section Semi-Finalists | |
| 9.2 Recognize the Outstanding Employees of the Winter Term for the 2011-12 School Year | 5 |
| 9.3 Hirsch Elementary School Update on Staff Development Initiatives to Support Student Achievement | |
| 9.4 North School Update on Staff Development Initiatives to Support Student Achievement | |
| 10. Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item will be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a speaker's card at the secretary's desk).
This is a period in which members of the public may address the Board on any subject within the Board's jurisdiction that is not on the agenda. The Brown Act does not allow the Board to take action or discuss items which are not on the agenda. This is because other members of the public have not been notified through the agenda that the subject of the statement would be discussed at this Board meeting.
The Board may ask for the item to be placed on a future agenda, direct the speaker to a person who can help, or provide the speaker with the correct procedure to follow to address his/her problem. All speakers have a constitutional right to free speech. As a protective measure, we would like to remind you that if you say something which might give another person the right to pursue legal recourse against you. There is a record of this meeting. This does not mean you cannot criticize employees of the District. However, we would suggest that you do it without using names. We would also suggest that you use the personnel complaint procedures. The board can only hear and address complaints which have been processed in line with the policy. You may obtain copies of the policy from Human Resources, and staff will assist you. | |

- 11. Information & Discussion Items:** An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting. **Pg. No**
- 11.1 Administrative & Business Services:** None.
- 12. PUBLIC HEARING:** None.
- 13. Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___
- 13.1 Administrative & Business Services:**
- | | | |
|--------|---|-------|
| 13.1.1 | Approve Assembly, Service, Business and Food Vendors | 6-11 |
| 13.1.2 | Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 12-13 |
| 13.1.3 | Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 14-15 |
- 13.2 Educational Services:**
- | | | |
|--------|---|-------|
| 13.2.1 | Ratify Contract with Sunbelt Staffing for the 2011-2012 School Year | 16-26 |
| 13.2.2 | Approve Overnight Travel for Mr. Renner, Teacher, Pauline Gutierrez, and Ian Noll to Attend the ACDA CA All-State Honor Choir in Pasadena, CA on March 22 - 24, 2012 | 27 |
| 13.2.3 | Approve Overnight Travel for Tracy High School Science Students to Participate in the Junior Science and Humanities Symposium in Seaside, CA on March 8-12, 2012 | 28 |
| 13.2.4 | Approve Overnight Travel for the Tracy High School Academic Decathlon Team to Attend the California Academic Decathlon Competition in Sacramento, CA on March 15-18, 2012 | 29 |
- 13.3 Human Resources:**
- | | | |
|--------|---|-------|
| 13.3.1 | Approve Classified, Certificated and/or Management Employment | 30-31 |
| 13.3.2 | Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment | 32 |
| 13.3.3 | Authorize Tracy Unified School District to Hire One AVID College Tutor for the Remainder of the 2011-12 School Year | 33-35 |
- 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 | Authorize the Director of Transportation to Bid and Award the Purchase of Two (2) School Buses to Accommodate Additional Special Education Students | 36 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.1.2 | Certify Corrective Actions to the 2010-11 Findings and Recommendations of the Independent Annual Financial Report (Separate Cover Item) | 37 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___. | |

14.1.3	Authorize the Director of Food Services to Award Contracts for Food and Non-Food Items for the 2012/2013 School Year	Pg. No 38
Action:	Motion___; Second___. Vote: Yes ___; No ___; Absent___; Abstain ___.	
14.1.4	Cast Ballot for CSBA 2012 Delegate Assembly Election	39-41
Action:	Motion___; Second___. Vote: Yes ___; No ___; Absent___; Abstain ___.	
14.1.5	Adopt Resolution No. 11-17 Establishing March as “Arts in Education Month”	42-44
Action:	Motion___; Second___. Vote: Yes ___; No ___; Absent___; Abstain ___.	
14.1.6	Annual Meeting of Tracy School Facilities Financing Authority Adjourn TUSD Board Meeting.	45-47

1. CALL TO ORDER TSFFA Annual Meeting

**2. ROLL CALL/
CONFIRMATION OF OFFICERS - Establish Quorum**

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

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

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

Persons wishing to speak to items not on the agenda are asked to complete a “Request to Speak” card and present it to the Chair prior to the meeting. Subjects not on the agenda may be introduced at this time, but no action may be taken on them at this meeting. When you address the Board, please stand at the podium and state your name for the record.

**Comments From the Floor on Items On the Agenda
(5-Minute Time Limit Per Individual)**

Persons wishing to speak to items on the agenda are asked to complete a “Request to Speak” card and present it to the Chair prior to the meeting. You will be given an opportunity to speak on the subject at the time the item is discussed by the Board. When you address the Board, please stand at the podium and state your name for the record.

4. DISCUSSION/ACTION –

4.1 Approve Meeting Minutes of April 12, 2011

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

- 4.2** Accept the 2010-2011 Independent Annual Financial Report for the Tracy School Facilities Financing Authority (Separate Cover Item)
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent; Abstain__.

5. ADJOURNMENT OF TSFFA MEETING
 Reconvene the Board Meeting of TUSD

14.2 Educational Services:

- 14.2.1** Approve Parent Handbook for State Preschool **48-77**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

14.3 Human Resources:

- 14.3.1** Adopt Resolution No. 11-13 Authorizing the Reduction and Elimination of Particular Kinds of Service for the 2012-2013 School Year **78-80**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.
- 14.3.2** Adopt Resolution No. 11-14 Adopting the Competency Criteria in the Case of Certificated Reduction in Force for the 2012-2013 School Year **81-83**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.
- 14.3.3** Adopt Resolution No. 11-15 Adopting the Tie Breaking Criteria in the Case of Certificated Reduction in Force for the 2012-2013 School Year **84-86**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.
- 14.3.4** Adopt Resolution 11-16, Authorizing Administrative Reassignments for the 2012-2013 School Year **87-89**
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** March 13, 2012
17.2 March 27, 2012
17.3 April 17, 2012
17.4 May 8, 2012
17.5 May 22, 2012

18. Upcoming Events:

- 18.1** April 6-13, 2012 **No School, Spring Break**
18.2 May 28, 2012 **No School, Memorial Day**
18.3 June 1, 2012 **Last Day of School**

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, February 14, 2012**

5:20 PM: President Gouveia called the meeting to order and adjourned to closed session.

Roll Call: Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, G. Silva, B. Swenson, J. Vaughn
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry

7:11 PM: President Costa called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Closed Session: 6a Finding of Fact #11-12/49, 52, 53, 54, 55, 56, 58
Action: All except #49. Silva, Vaughn. **Vote:** Yes-7; No-0.
Action: Item #49 Crandall, Silva. Yes-4; No-2 (Guzman, Gouveia, Swenson)
6b Report Out of Action Taken on Application for Reinstatement #11-12/67, 68, 69, 70, 71, 72, 73, 74, 75
Action: Vote: Yes-7; No-0.
6c Waiver of Expulsion #11-12/#5
Action: Vote: Yes-7; No-0.
6d Report Out of Action Taken on Request to Expunge Expulsion Records RER#11/12-#2
Action: Vote: Yes-7; No-0.
6e Report Out of Action Taken on Early Graduation – EG#11-12/#1
Action: Vote: Yes-7; No-0.
6f Report Out of Action Taken on Release Probationary Classified Employee #UCL-160
Action: Vote: Yes-7; No-0.

Employees Present: C. Minter, P. Hall, B. Carter, G. Garner, V. Caranza, D. Sonnenburg, K. Thornton, S. Thornton, J. Anderson

Press: D. Rizzo

Visitors Present: D. Lee, L. Gamino, A. Desousa, L. Bettencourt

Minutes: Approve Regular Minutes of January 24, 2012.
Action: Guzman, Crandall. **Vote:** Yes-6; No-0; Abstain-1(Swenson)

Student Rep Reports: None.

Recognition & Presentations: None.

Hearing of Delegations: None.

Information & Discussion Items:	11.1	Administrative & Business Services: None.
Public Hearing:	12.1	None.
Consent Items:	Action:	Amended 13.1.3 to change amount to \$4500. Vaughn, Gouveia. Vote: Yes-7; No-0.
	13.1	Administrative & Business Services:
	13.1.1	Approve Assembly, Service, Business and Food Vendors
	13.1.2	Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District
	13.1.3	Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
	13.1.4	Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
	13.1.5	Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
	13.2	Educational Services:
	13.2.1	Ratify Agreement for Special Contract Services with Nancy Fetzer to Provide Four (4) Days of Staff Development Training to Central School Staff for the 2011-2012 School Year
	13.2.2	Approve Overnight Travel for Mrs. Titian Lish, Rachel Anthony, Beau Mantor, Morgan Moreno, Katerina Pagsolingan, and Morgan Sterni to Attend the CA State Thespian Festival in Upland, CA on March 21-25, 2012
	13.2.3	Ratify Agreement for Special Contract Services with the Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Monte Vista Middle School for the 2011-2012 School Year
	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 Suggested Names for the Tracy High School Administration/Classroom Building and Discuss Potential Changes to Board Policy and Administrative Regulation 7310 Associate Superintendent for Business Services, Dr. Casey Goodall, reviewed the agenda item and advised the Board that they may discuss any of the suggested names and discuss the board policy. Speaker, Larry Gamino, commented that he graduated from Tracy High in 1970 and both of his parents graduated from Tracy High. He handed

out Tracy Press articles regarding Dr. West. He believes the building was named after Dr. West.

Gregg Crandall commented that there is no proof that it was named after Dr. West and it is now a brand new building.

Action: Moved to name Building A the "James C. Franco Building"
Crandall, Vaughn. **Vote:** Yes- 6; No-1-Guzman.

Trustee Silva commented that he voted against it last time because he thought it was more appropriate to name a school after Dr. Franco. He does not think it would be wise to change the policy on naming schools.

Trustee Swenson commented that this was a good decision. In the future he believes that if they are naming buildings, he believes they should be retired. He would like to bring back the policy for review at a later date.

Dr. Franco commented that he takes great pride in the fact of even being considered. He feels he needs to do more to earn the honor. We have several namesakes at Tracy High such as the Swenson Gym, Emma Baumgardner Theater, Joe Foster Music Building; Hawley Westlake Building and Yamasaki Plaza. Tracy High is a place of tradition and pride.

14.1.2 Acknowledge Change to Administrative Regulation 3310.2 Purchasing Procedures (Second Reading)

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

14.1.3 Adopt Resolution No. 11-12 Authorizing the Imposition and Collection of Increased Developer Fees

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

14.1.4 Accept the 2010-11 Independent Annual Financial Audit and Performance Audit for Measure E and Measure S General Obligation Bonds (Separate Cover Item)

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

14.2 Educational Services:

14.2.1 Approve High School AP Biology Textbook Adoption

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

14.2.2 Approve Adoption of High School Modern Language Textbooks

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

14.2.3 Adopt Revised Board Policy 6174 and Acknowledge Revised Administrative Regulation 6174 Education for English Language Learners (2nd Reading)

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

14.3 Human Resources:

14.3.1 Approve the Traditional, Classified and Certificated Calendars for the 2012-13 School Year

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

14.3.2 Approve the Tentative Agreement Between the California School Employees Association and the Tracy Unified School District for the 2011-2012, 2012-13 and 2013-2014 School Years (Separate Cover Item)

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

14.3.3 Approve Agreement for Student Teaching with Patten University

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

Board Reports:

Trustee Gouveia commented that in reviewing the discipline package he sees a lot of Hispanic surnames. He would like to hire consultants with that deal with this high risk group to try and pinpoint this behavior. He also reported that the president of the Stockton Unified Board had suffered an aneurism and stroke and is now doing amazingly well. Trustee Swenson passed. Trustee Guzman attended Tracy High's Hoopla. He congratulated West for their win against St. Mary's. He also attended the honor band concert at The Grand. It was a great group of kids. We can be proud of our music program. Congratulations to Dr. Franco. Trustee Crandall commented that the West High Wrestling Team is the TCAL champions. Tomorrow night is senior night against McNair. He would like staff to begin planning a dedication for the Tracy High building. Trustee Vaughn passed. Trustee Silva had the opportunity to attend the surf and turf dinner by Homefield Advantage Booster Club. They were also one of the organizations selected to operate a firework stand this year. He's looking forward to making money for the athletic programs at West High. He also attended a reception for Walter for being named *Male Citizen of the Year*. Trustee Costa passed.

Superintendent Report:

Dr. Franco attended the Acadec program. Both Tracy High and West High made significant impacts. This was West High's 2nd year participating and they finished in 3rd place. Tracy High maintained 1st place. In talking with the students in his car, most of them spoke at least 2 languages in their home. Our graduates have done well. One of our retired teachers recently became ill and needed to see the head of cardiology which happened to be former Tracy High student, Ramford Ng. He thanked everyone very much for the honor of naming the building at Tracy High after him. He has big shoes to fill.

7:55 p.m.

Clerk

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: February 17, 2012
SUBJECT: Recognize the Outstanding Employees of the Winter Term for the 2011-12 School Year

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

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

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

FUNDING: N/A

RECOMMENDATION: Recognize Cinthya Matasol (K-5), Karen Koski (6-8), and Cindy Everhart (9-12) as Outstanding Classified Employees; Jennifer Kassel (K-5), Chris Harvey (6-8), and Matt Loggins (9-12) as Outstanding Certificated Employees; and Cindy Minter as Outstanding Management Employee for the Winter Term of the 2011-2012 school year.

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



BUSINESS SERVICES MEMORANDUM

TO: James Franco, Superintendent
FROM: C. Goodall, Associate Superintendent for Business Services
DATE: February 21, 2012
SUBJECT: Approve Assembly, Service, Business and Food Vendors

BACKGROUND: To be valid or to constitute an enforceable obligation against the district, education code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, and the advance notice staff has in procuring the services or materials.

RATIONALE: School site assemblies, services, business and food vendors require pre-approval to ensure three different documents are in place: an approved contract when applicable; a certificate of insurance; an endorsement letter naming the district an additional insured. In addition, all vendors are reviewed to ensure the content is appropriate for student audiences, and that conflicts do not occur with other school site or district events.

To that end, the attached list of vendors has met all of the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students.

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

FUNDING: Per attached summary of requisitions.

RECOMMENDATIONS: Approve Assembly, Service, Business and Food Vendors

PREPARED BY: Cindy Everhart, Facility Use Secretary

Board Approved	Vendor	Insurance Expires
ADDING THE FOLLOWING VENDORS FOR BOARD APPROVAL:		
	Tracy Allstars- Dancing Choreographer. Morgan Mulholand, mmulholand89@yahoo.com. (209) 479-4234	4/11/2012
↓ APPROVED LIST BELOW BY EXPIRATION DATE↓		
9/13/11	Family Resource & Referral Center, Mona Perez-461-2721. First 5 Info-Healthy Eating habits, activities to promote good health.	3/17/2012
12/13/11	Rhythm Magic - Music Assembly. Michael Bayard - (916) 683-2575, bayard@rhythmmagic.com. Www.rhythmmagic.com	3/28/2012
11/8/11	Sounds in Motion-DJ and Sount -George or Jason (209) 522-5999, soundsinmotion@msn.com, www.soundsinmotiondj.com	4/22/2012
10/25/11	Mustard Seed Faith Christian Center-faith based organizations outreaches to community events. Paul Hall - 830-3280 or 59-707-7214. phall@mac@mac.com. Www.msfcc.mac@mac.com	4/30/2012
2/12/08	Sparkles the Clown, Terry Donaldson - 835-8383, www.sparklesdelight.com	5/1/2012
2/12/08	Ravioli the Clown - Denis Martinez - 835.3535, www.raviolitheclown.com	5/1/2012
5/10/11	DJ Ran Productions-Mobile Disc Jockey Services. djan@mail.com, www.djan-tracy.webs.com, 229-3802, djanproductions@live.com	5/1/2012
9/13/11	Youth for Christ - Point Break Adolescent Resources. Violence Prevention Services. Contact Joan Stone in Prevention Services 830-3218.	5/1/2012
9/13/11	Athletic Perfection - Cheer Routine choreography. Jennifer Moore 609-8736, jennwhip29@hotmail.com, julie@athleticperfectioncheer.com, www.athleticperfectioncheer.com	5/14/2012
8/28/07	Horizon Intertainment - Teen Truth Anti Bully JC Pohl 818 755 8800 , jc@teentruthlive.com	5/18/2012

Board Approved	Vendor	Insurance Expires
5/24/11	Café Art - Julie (925) 373-0222, admin@ceramic-cafeart.com, www.ceramic-cafeart.com	5/26/2012
2/14/12	Sound Wave Mobile DJ Service - Dave Gomes - 510-938-7903, info@soundwavemobiledj.com, www.soundwavemobiledj.com	5/27/2012
9/13/11	Rachel's Challenge, Inc., Anti-Bulling, Character & Kindness Program. Tim Kiehne, 877-895-7060 x 709, tim@rachelschallenge.org, www.rachelschallenge.org	5/26/2012
10/11/11	City of Tracy Police Dept. "What not to bring to School" program. Irene Rose -831-4550	6/1/2012
10/11/11	Main Street Music, Inc. - Ken Cefalo, 835-1125, kencefalo@yahoo.com, www.tracyrocks.com	6/3/2012
2/14/12	PIQE-Parent Institute for Quality Education - Teresa Guerrero - 238-9496/484-8404, tguerrero@piqe.org, www.piqe.org	6/10/2012
12/14/10	David Greenberg-Author-360-560-7766. fax # 503-842-1290. authilus@teleport.com. www.authorsillustrators.com/greenberg/greenberg.htm	6/18/2012
4/12/11	Marquis Entertainment - DJ (209) 951-1982, www.marquisentdjs.com, enmar3@yahoo.com	7/1/2012
4/12/11	Explorit Science Center - 530-756-0191, explorit@explorit.org, www.explorit.org	7/21/2012
4/12/11	LMG Attractions-Dave Tillman, DJ Services, www.lmgattractions.com, 275-0226	8/1/2012
2/14/12	CAM Counseling and More - Lettie Ordone. 640-4179, 832-1094, lordonecam@yahoo.com. Www.lordonecam.com	8/7/2012
11/13/07	Bureau of Lectures & Ancient Artifacts John Tacha or Terry Lyman 800.255.0084, (FIRE SHOW NOT ALLOWED) www.assemblyline.com/index.html bureau@assemblyline.com	8/20/2012
4/12/11	John Searle - Stage Workshops, johnsearles1@aol.com, www.johnsearlesfights.com/index.shtml	8/31/2012
3/8/11	Andrew Troisen, DDS. 833-1240	9/1/2012

Board Approved	Vendor	Insurance Expires
9/27/11	Marcel Eiland- DJ Services - 408-667-7803, maen3wera@gmail.com	9/8/2012
10/25/11	Amos Productions-DJ Services. Nicole - 1800-693-5003 or 925-449-3847. nicole@amospro.com or info@amospro.com	9/16/2012
1/25/11	Sorren Bennick Productions - Power of One Anti-Bullying Program, Sorren Bennick 1-866-816-5808, sorenbenick@sorenbenick.com; To view a video clip of the show, go to www.sorenbenick.com; enter the Power of One section, click on the Principals Only field, and use the password: "impact" and the username: "impact".	9/18/2012
10/24/11	Adriana Ribeiro - After school music lessons for students, 836-4056, adriankr@prodigy.net	10/1/2012
11/8/11	Famous Allstars - tumbling lessons. Michael Campos (209) 608-2476. famousallstars@gmail.com	10/28/2012
3/8/11	Peacemakers - Paul Hall -phall@tUSD.net or Kevin James kev4jam@sbcglobal.net	11/1/2012
12/13/11	Jumpstart Productions - Scott Greenburg Motivational speaker - (818) 785-7610, scott@scottgreenburg.com, www.scottgreenburg.com	9/24/2012
11/8/11	Fresh Entertainment - DJ/MC, Sound & Lighting Rental. Derek Mizuno 510-921-4373, derekmizuno@gmail.com	10/31/2012
8/28/07	Theater for Children, B Street Theater Programs, Lea Ladd, 916.443.5391 x112	12/1/2012
10/9/07	Mad Science, Danielle Mae Lee, danielle@madsciencesacto.com, 916-736-2924, Elena Michel elena@madsciencesacto.com (Fire & Ice Show not allowed)	12/1/2012
1/24/12	Larry Fagg - Fundraising. larryfagg@fundraisinglarryfagg.com. Student Discovery Program- 90 volunteer speakers @ high schools/college scholarship. larryfagg@sjcdiscovery.org. 408-242-2733	12/15/2012
1/25/11	Kaiser Permanente - Dean Starnes, dean.starnes@kp.org, 510-987-2223, www.Kp.org/etp/ncal, Programs "Community Troupe", PEACE Signs" "The Best Me", "Nightmare on Puberty ST." and "Secrets".	1/1/2013

Board Approved	Vendor	Insurance Expires
11/9/10	Pacific Dental Services/Tracy Smiles/My Kids Dentist & Orthodontist-Meghan Stephens - 836-5441- stephensm@pacificdentalservices.com, Cammy Harvey - harveyc@pacificdentalservices.com. www.tracysmilesdental.com.	1/1/2013
8/9/11	Graphic & Wear, Steve Lewis, gicts@sbcglobal.net, steve@gicgraphicwear.com, www.gicgraphicwear.com, 723-9817	1/9/2013
12/13/11	Pegleg Entertainment DJ Services - John Lau (510) 867- 0755. peglegentertainment@gmail.com, www.peglegentertainment.com	1/27/2013
9/13/11	California Weekly Explorer, Inc. History Programs, Barry Hovis, 714-247-2250, barrycwe@aol.com, info@californiaweekly.com, www.californiaweekly.com	2/1/2013
10/11/11	Rumors Productions - Jenna Teyshak/Jon Tyner - 640- 8000, jenna@rpcdj.com, www.rpcdj.com	2/1/2013
9/27/11	New Creation Bible Fellowship-Kevin James-408-595-5704, www.ncbfrtracy.org. Power Zone Camp	9/1/2013
10/23/07	Lawrence Hall of Science, 510-642-1700, pfsreq@berkeley.edu, www.lawrencehallofscience.org	Indemnification approved, Tier 1
12/13/11	Stockton Ports Baseball By The Books - reading incentive program. Free of charge-chance to win free tickets. Margaret Sacchet-644-1900, msacchet@stocktonports.com, www.web.minorleaguebaseball.com/index.jsp?sid=t524	NO Charge, Tier 1
10/9/07	McDonalds Tammi Beck 916-962-1982	NO Charge, Tier 1
10/9/07	NASA Karin Costa 650-604-6077	NO Charge, Tier 1
10/9/07	Otto the Auto Wendy Sanchez 415-565-2676 wendy_sanchez@csaa.com	NO Charge, Tier 1
10/9/07	Sandia Labs Joel Lipkan - jlipkin@comcast.net	NO Charge, Tier 1
2/10/09	JOE FOSS Institute, 480.348.0316, www.jfiweb.org	NO Charge, Tier 1
4/28/09	District 5 Dairy Princess, 639-1715	NO Charge, Tier 1

Board Approved	Vendor	Insurance Expires
5/26/09	Get Real Behind The Wheel, Safe Driving Assembly targeted to 8th, 9th & 10th graders. Ken Ucci 209.601.6523 or Tom Simpson 612-4222. www.getrealbehindthewheel.org	NO Charge, Tier 1
5/26/09	Cowboys & Kids Reach Assembly, Penny Conway, www.reachkids.com, reachme@theriver.com	NO Charge, Tier 1
2/23/10	Boys Scouts - Civil War History presentation Preston Gilliam, 209-830-1870 or pgilliam@pacbell.net	NO Charge, Tier 1
*Section 308.3 Open Flame. A person shall not utilize or allow to be utilized, an open flame in		
Please remind your staff that candles, incense, cigarettes, or any item with an open flame are not not permitted.		
FOOD VENDORS:		
OUTDOORS ONLY - Make sure barbeques are 10 feet away from any building or structure. Place drip pans or tarps under barbeques to avoid spillage on pavement. Do not dump grease, oil, briquettes or barbeques anywhere on TUSD property or in garbage cans or dumpster. If accident spill occurs you are to provide an oil absorbent and clean properly.		
5/24/11	American Dog - Ray Rhead, 834-1364, ameridogg@comcast.net	4/23/2012
10/13/09	Famous Dave's BBQ Catering: 866-408-7427 fax 833-9043 www.famousdaves.com	10/1/2012
10/25/11	Mi Esperanza Taqueria - Mexican food vendor. Omar Mendoza - 832-3020. 918 Central Ave.	10/15/2012
12/8/09	Texas Roadhouse- Tim Lund, 830-1133, store_tracy@texasroadhouse.com,	12/1/2012
*Section 308.3 Open Flame. A person shall not utilize or allow to be utilized, an open flame in		
Please remind your staff that candles, incense, cigarettes, or any item with an open flame are not		



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: February 17, 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:	Agreement
	Services:	Contractor to provide and install approximately 10,000 sq. ft. of PVC single ply roofing on the Café Building.
	Cost:	\$50,673.00
	Project Funding:	Deferred Maintenance



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: February 17, 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: Hazard Management Services, Inc.
Site: Tracy High School – Stadium Renovation
Item: Agreement
Services: Consultant to collect and sample hazardous materials related to the demolition and renovation of the Tracy High School Stadium and the portables located to the east of the stadium; Asbestos, Lead, Mercury and PCB sampling will be included in the HMS final report.
Cost: \$4,325.00 Not to Exceed
Project Funding: Measure E Bond Funds and State School Building Fund (SSBF)

B. Vendor: RGM & Associates
Site: Tracy High School – Stadium Renovation
Item: Agreement
Services: Construction management services, which include the design and document development phases for the building of the new stadium, new fire access road and relocation/renovation of the existing portables located to the east of the stadium.
Cost: \$541,617.00 Not to Exceed
Project Funding: Measure E Bond Funds and SSBF

C. Vendor: Burketts Pool Plastering
Site: Tracy High School
Item: Change Order #1
Services: Contractor to sandblast all exposed rebar on pool floor, cover rebar with epoxy paint, pressure wash floor and place new gunite 2 ½" to 4" thick over the entire existing floor of the pool.
Cost: \$11,000.00
Project Funding: Measure E Bond Funds and SSBF



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: Feb. 17, 2012
SUBJECT: Ratify Contract with Sunbelt Staffing for the 2011-2012 School Year

BACKGROUND: Special Education students may require specialized instruction and support from outside service providers. Sunbelt Staffing has agreed to provide the needed and legally required behavior analysis services for the students. Sunbelt Staffing has also agreed to provide school psychology services. Ratification is necessary to prevent a lag in services, per State and Federal laws.

RATIONALE: School districts must offer a continuum of services including, when necessary, autism or behavioral consultation as well as psychological services to students with exceptional needs. We do not have an autism specialist employed in the District, so we need to provide services through a contract arrangement. Psychological services relating to federal compliance have been delayed due to lack of appropriate staff. This request supports District Goal 3: Provide a safe and equitable learning environment for all students and staff, and District Goal 7: Develop and utilize partnerships to achieve District goals.

FUNDING: The contract rate is \$75.00 per hour for the school psychologist and \$79.00 per hour for the behavior specialist, with the total not to exceed \$46,200.00 during the 2011-12 school year. Expenses are budgeted in MAA account #01-0000-0-5770-1110-5800-800-2323.

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

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

Sunbelt Staffing, LLC, a Florida corporation (hereafter referred to as "Sunbelt") and

Tracy Joint Unified
(Client Name)

whose location is

1875 West Lowell Ave
(Street Address)

Tracy, CA 95376
(City, State, Zip)

(hereafter referred to as "Client")

enter into this non-exclusive Client Services Agreement for the purpose of referring and placing Healthcare Professionals ("HCPs") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

1. **Scope of Services.** Sunbelt will use its commercially reasonable efforts to provide HCPs for assignment with Client. Sunbelt will be responsible for payment of each HCP's wages and applicable payroll taxes, deductions, and insurance, including workers compensation, general liability and professional liability coverage for the benefit of the HCPs. If a HCP is unable to complete the specified assignment, Sunbelt will use its commercially reasonable efforts to find a replacement in a timely manner.
2. **Independent Contractor.** The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each HCP shall be an employee of Sunbelt and that no qualified HCP shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Sunbelt agrees to provide and maintain all payroll services for any qualified HCP placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. Sunbelt does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Sunbelt will notify Client in advance of the assignment in order to receive approval of this arrangement.
3. **Insurance.** Sunbelt will maintain Worker's Compensation and Employer Liability insurance in accordance with state regulations. General Liability insurance will be maintained at a minimum level of two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate. Excess liability insurance will be maintained at a minimum level of five million dollars (\$5,000,000) per occurrence/aggregate. Professional Liability insurance will be maintained at a minimum level of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.
4. **Competency.** Sunbelt will conduct comprehensive pre-employment screening to provide licensed HCPs who meet applicable professional standards. Sunbelt will endeavor to present only HCPs who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While Sunbelt will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Sunbelt will make available to Client all appropriate HCP records that Sunbelt may permissibly disclose (e.g. skills checklist(s), work history, etc.) and will facilitate an interview between Client and HCP in order to assist Client in the hiring decision.
5. **On-Site Responsibility.** Client is responsible for providing all support, facilities, training, direction, and means for the HCP to complete the assignment. Client acknowledges that Sunbelt is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the HCP's adherence to the applicable standard of care and acknowledges that Sunbelt is not responsible for the HCP's on-site performance. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each HCP's compliance with health and safety requirements, including those instituted by Client.
6. **Employment of HCPs.** Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any HCP introduced or referred by Sunbelt for a period of one year after the latest date of introduction, referral, or placement. If Client or its affiliate enters into such a relationship or refers HCP to a third party for employment, Client agrees to pay an amount equal to \$18,500 or thirty-five (35) percent (whichever is greater) of the HCP's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to Sunbelt upon start date.
7. **Equal Opportunity.** It is the policy of Sunbelt to provide equal opportunity to all HCPs for employment. Sunbelt and Client will screen based on merit only. All HCPs will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.
8. **Professional Fees.** Client will pay Sunbelt based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. Client will pay a one-time fee of four hundred dollars (\$400.00) to cover travel and relocation expenses for each HCP assigned to Client facility(ies).

Sunbelt Staffing

9. **Payment Terms.** Client will be billed on a weekly basis for all services provided during the previous week. Payment is due upon receipt of invoice and shall be considered in default thirty (30) days from issuance of Sunbelt invoice, after which time a default charge will be imposed at one and one-half percent (1 1/2%) per month on unpaid balances (annual percentage rate of eighteen percent (18%)) or the maximum legal interest rate, whichever is lower. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Sunbelt reserves the right, at its option, to discontinue any extension of credit. Please provide billing address below:

Client Name: _____
Billing Address: _____
City, State, Zip: _____
Attention: _____
Telephone: _____

10. **Administrative Responsibilities.** Client shall be responsible for orienting HCP to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should HCP fail to submit paperwork as required per Client's policies and procedures, Client must notify Sunbelt in writing within three (3) business days of alleged failure. Failure to notify Sunbelt within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by HCP. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the HCP. Failure to notify Sunbelt prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by HCP.

11. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

12. **Incident and Error Tracking.** Client will report to Sunbelt any performance issues, incidents, errors and other events related to the care and services provided by Sunbelt employees. Sunbelt will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. Client will report to Sunbelt any performance issues, incidents, errors and other events related to the care and services provided by Sunbelt employees. Sunbelt will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy two (72) hours of the occurrence.

13. **Reporting of Work-Related Injuries.** Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which Sunbelt Staffing's HCP has been assigned. Client ensures compliance with all applicable OSHA obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Sunbelt Staffing within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected HCP will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. HCP shall also report work-place injury, incident or exposure to Sunbelt Staffing concurrently with Client. If Sunbelt Staffing's HCPs are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Sunbelt Staffing and Sunbelt Staffing's HCP.

14. **Termination with Cause.** Client may request removal of HCP due to performance issues, misconduct or failure to pass any physical, drug screen or other assessment, immediate written and verbal notice. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not provide such documentation within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that Sunbelt's HCPs are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Sunbelt in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 11 of this agreement. Sunbelt shall have seventy-two (72) hours to refill the position in the event of termination with cause.

Sunbelt Staffing

15. **Termination without Cause.** Client may cancel an assignment with sixty (60) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 60-day period of notice. In the event Client is unable to provide sixty (60) days notice of termination, Client will be billed for sixty (60) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Sunbelt as a result of such cancellation.

16. **Guaranteed Minimum Hours.** Client agrees to provide HCP the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled shift(s) or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours.

17. **Unscheduled Facility Closure Policy.** Sunbelt will incur fixed expenses over the entire course of an HCP's contract assignment with Client related to the HCP's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in an HCP's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will be invoiced and shall pay for each such affected HCP's services at the reduced rate of \$100 per day for each day that the HCP(s) is unable to work by virtue of such Unscheduled Closure.

18. **Multiple Locations.** If client requires HCP to travel to and perform services at more than one location, Client will compensate Sunbelt for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

19. **Piggy-back Acceptance.** Client agrees to allow contract terms and conditions to extend to other school districts within or surrounding their jurisdiction. Other school districts will deal directly with Sunbelt for all matters of commerce without attention to this Agreement and Client shall not be held liable for any costs or damages by another school district as a result of the connection to this agreement. Sunbelt shall notify Client should a request be received from another school district requesting the extension of the terms and conditions of this Agreement.

20. **Issue Resolution.** In the event Client encounters an issue that is not satisfactorily resolved by its Sunbelt representative, Client should escalate the issue to the appropriate Sunbelt manager. The Sunbelt manager contact is:

Sunbelt Division Director, Telephone: Kim Westen, 866-416-5203

21. **Indemnification.** Each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

22. **Confidentiality.** Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law. Confidential information of Sunbelt Staffing shall include, but is not limited to, any and all unpublished information owned or controlled by Sunbelt Staffing and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Sunbelt Staffing and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

23. **Survival.** The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

24. **Governing Law.** This Agreement shall be governed by the laws of the state of Florida.

25. **Entire Agreement.** This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

National Account Executive: Julie Thibau

Direct Phone Number: 866-632-8429

SIGNATURE BLOCK ON FOLLOWING PAGE

12425 Race Track Road Suite 100, Tampa, Florida 33626 Toll Free: 800.659.1522 Fax: 877-831-8513

Rev 08/2011



This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.
(Please return all pages of this Client Services Agreement).

TRACY JOINT UNIFIED

Client Name

Client Representative Signature

Print Name

Title

Date

SUNBELT STAFFING, LLC

Sunbelt Representative Signature

Print Name

Title

Date

CCR _____

CLIENT REPRESENTATIVE: Janet Skulina EMAIL OR FAX: jskulina@tusd.net

This Assignment Confirmation is entered into on **February 2, 2012** and supplements the Client Services Agreement between **Tracy Joint Unified** and Sunbelt.

Kimberly Sullivan, hereinafter referred to as HCP, has been placed with Client and is scheduled to begin work for Client on **February 8, 2012** and complete assignment **May 28, 2012**.

Assignment Details

Client will pay Sunbelt for hours worked by HCP on the following terms:

Position: School Psychologist
 Schedule: Part Time based on school schedule
 Bill Rate: \$ 75.00
 Minimum Hours: 20 Guaranteed per Week
 Overtime Rate: 1.5 times Bill Rate
 Holiday Rate: 1.5 times Service Rate. Observed holidays include: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
 Miscellaneous: Sales tax will be added to professional fees if required by state law and client is not a tax exempt entity.

District Schools
to which HCP
will be assigned:

Client to
complete or
approve
information as
printed.

School 1:	<u>See Possible Sites</u>	Phone:	_____
Address:	<u>on Attached School</u>	City, State, Zip:	_____
School 2:	<u>Director</u>	Phone:	_____
Address:	_____	City, State, Zip:	_____
School 3:	_____	Phone:	_____
Address:	_____	City, State, Zip:	_____
School 4:	_____	Phone:	_____
Address:	_____	City, State, Zip:	_____
School 5:	_____	Phone:	_____
Address:	_____	City, State, Zip:	_____

If Sunbelt HCP should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

Client Signature

Janet A. Skulina

Client Printed

Director of Special Education

Client Title

2-2-12
Date

Sunbelt Staffing Signature

Julianne Thibodeau

Sunbelt Staffing Printed Name

National Account Executive

Sunbelt Staffing Title

2/2/2012
Date

Please return via fax to 800-348-4503 or via email to your Sunbelt Account Executive.

CLIENT REPRESENTATIVE: Janet Skulina EMAIL OR FAX: jskulina@tusd.net

This Assignment Confirmation is entered into on February 2, 2012 and supplements the Client Services Agreement between Tracy Joint Unified and Sunbelt.

Cheri Worcester, hereinafter referred to as HCP, has been placed with Client and is scheduled to begin work for Client on February 6, 2012 and complete assignment May 28, 2012.

Assignment Details

Client will pay Sunbelt for hours worked by HCP on the following terms:

Position: Behavior Analyst
 Schedule: Part time based on school schedule
 Bill Rate: \$ 79.00
 Minimum Hours: 20 hours Guaranteed per Week
 Overtime Rate: 1.5 times Bill Rate
 Holiday Rate: 1.5 times Service Rate. Observed holidays include: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
 Miscellaneous: Sales tax will be added to professional fees if required by state law and client is not a tax exempt entity.

District Schools to which HCP will be assigned:

Client to complete or approve information as printed.

School 1:	<u>See Possible Sites</u>	Phone:	
Address:	<u>on Attached School</u>	City, State, Zip:	
School 2:	<u>Director</u>	Phone:	
Address:		City, State, Zip:	
School 3:		Phone:	
Address:		City, State, Zip:	
School 4:		Phone:	
Address:		City, State, Zip:	
School 5:		Phone:	
Address:		City, State, Zip:	

If Sunbelt HCP should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

Janet A. Skulina
 Client Signature

Janet A. Skulina
 Client Printed

Director of Special Education
 Client Title

2-2-12
 Date

Julienne Thibeau
 Sunbelt Staffing Signature

Julienne Thibeau
 Sunbelt Staffing Printed Name

National Account Executive
 Sunbelt Staffing Title

2/2/2012
 Date

Please return via fax to 800-348-4503 or via email to your Sunbelt Account Executive.



Bohn Elementary School (K-5)

350 E. Mt. Diablo Ave., Tracy, CA 95376
Phone: 209.830.3300

Central Elementary School (K-5)

1370 Parker Ave., Tracy, CA 95376
Phone: 209.830.3303

Duncan-Russell Continuation High School (10-12)

164 W. Grant Line Road, Tracy, CA 95376
Phone: 209.830.3357

Freiler School (K-8)

2421 W. Lowell Ave., Tracy, CA 95376
Phone: 209.830.3309

Hirsch Elementary School (K-5)

1280 Dove Dr., Tracy CA 95376
Phone: 209.830.3312

Jacobson Elementary School (K-5)

1750 W. Kavanagh Ave., Tracy CA 95376
Phone: 209.830.3315

Kelly School (K-8)

535 Mabel Josephine Dr. Tracy CA 95377
Phone: 209.830.3390

Kimball High School (9-12)

3200 Jaguar Run, Tracy, CA 95377
Phone: 209.832.6600

McKinley Elementary School (K-5)

800 W. Carlton Way, Tracy CA 95376
Phone: 209.830.3319

Monte Vista Middle School (6-8)

751 W. Lowell Ave., Tracy CA 95376
Phone: 209.830.3340

North School (K-8)

2875 Holly Dr., Tracy, Ca 95376
Phone: 209.830.3350

Poet-Christian School (K-8)

1701 S. Central Ave., Tracy CA 95376
Phone: 209.830.3325

South/West Park Elementary School (K-5)

501 Mt. Oso Rd., Tracy CA 95376
Phone: 209.830.3335

Stein Continuation High School (11-12)

650 W. 10th Street, Tracy, CA 95376
Phone: 209.830.3395

Tracy High School (9-12)

315 E. 11th St., Tracy CA 95376
Phone: 209.830.3360

Villalovoz Elementary School (K-5)

1550 Cypress Dr., Tracy, CA 95376
Phone: 209.830.3331

West High School (9-12)

1775 W. Lowell Ave., Tracy CA 95376
Phone: 209.830.3370

Williams Middle School (6-8)

1600 Tennis Ln., Tracy CA 95376
Phone: 209.830.3345

Willow Community Day School (7-11)

164 W. Grant Line Rd., Tracy, CA 95376
Phone: 209.830.3357

Sunbelt Staffing

Client: Tracy Joint Unified

City, State: Tracy, CA

In an effort to provide all necessary documentation for travel healthcare professionals assigned to your facility, we ask that you complete this form to be used as a reference for all personnel placed in your facility.

Standard Credentialing Package	Optional Credentialing
<p>As part of our Standard Credentialing Package, Sunbelt will provide the following prior to the start of a contracted assignment.</p> <p>PROFESSIONAL: Current CV / Resume Current Skills Checklist References</p> <p>LICENSE: Professional License Professional License Verification</p> <p>EDUCATION: Healthcare Precautions Cultural Competency Fire and Electrical Safety HIPAA Regulations Tuberculosis Awareness</p> <p>BACKGROUND: Criminal Background Check GSA Exclusion Search HHS/OIG Search Sexual Offender Search</p> <p>MEDICAL: Hepatitis B Vaccination / Declination form MMR Declination Physical Examination Waiver 10-Panel Drug Screen</p>	<p>If your district requires any of the following in addition to our Standard Credentialing Package, please indicate below.</p> <p>Teaching Certificate <u>Psychologist</u> <input checked="" type="checkbox"/></p> <p>Current CPR <input type="checkbox"/></p> <p>Education Verification <input type="checkbox"/></p> <p>Fingerprinting (other than for licensure) <u>Both</u> <input checked="" type="checkbox"/></p> <p>Conducted by School? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>Motor Vehicle Search <input type="checkbox"/></p> <p>Hepatitis B Titer <input type="checkbox"/></p> <p>TB Screening <u>Both</u> <input checked="" type="checkbox"/></p> <p>Mumps Vaccination <input type="checkbox"/></p> <p>Rubella Vaccination <input type="checkbox"/></p> <p>Rubeola Vaccination <input type="checkbox"/></p> <p>Mumps Titer <input type="checkbox"/></p> <p>Rubella Titer <input type="checkbox"/></p> <p>Rubeola Titer <input type="checkbox"/></p> <p>Varicella Titer <input type="checkbox"/></p> <p>Other: _____ <input type="checkbox"/></p> <p>_____ <input type="checkbox"/></p> <p>_____ <input type="checkbox"/></p> <p>Additional Comments:</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>

Orientation Details	
Will the contracted professional be permitted to attend Orientation while license is in process?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Will the contracted professional be permitted to start their assignment while license is in process?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Do you provide any orientation material prior to start date?	<input type="checkbox"/> YES <input type="checkbox"/> NO
If Yes and Sunbelt is responsible for sending this information to the traveler, please indicate the material being provided:	
1. _____	3. _____
2. _____	4. _____

Form Completed by:

Jamie A. Shuler, EdD

Date:

2-2-12



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/04/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Insurance Services West, Inc.
San Francisco CA Office
199 Fremont Street
Suite 1500
San Francisco CA 94105 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (415) 486-7000 **FAX (A/C. No.):** (415) 486-7029
E-MAIL ADDRESS:

INSURED
Sunbelt Staffing, LLC
10151 Deerwood Park Blvd.
Building 200, Suite 400
Jacksonville, FL 32256 USA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Ins Co of Pittsburgh	19445
INSURER B: XL Insurance America Inc	24554
INSURER C: Continental Casualty Company	20443
INSURER D: Illinois National Insurance Co	23817
INSURER E: New Hampshire Ins Co	23841
INSURER F: Chartis Casualty Company	40258

COVERAGES

CERTIFICATE NUMBER: 570044953262

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GL2705074	01/01/2012	01/01/2013	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GENTL AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			CA 4309751 AOS	01/01/2012	01/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			CA 4309752 MA	01/01/2012	01/01/2013	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	ALL OWNED AUTOS SCHEDULED AUTOS						
	HIRED AUTOS NON-OWNED AUTOS						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			U500045047LI12A	01/01/2012	01/01/2013	EACH OCCURRENCE \$5,000,000
	EXCESS LIAB CLAIMS-MADE			SIR applies per policy terms & conditions			AGGREGATE \$5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$10,000						
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC019736721	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER
E	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AOS-1 (29 States) WC019736722 AOS-2 (12 States)	01/01/2012	01/01/2013	E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000
A	Misc Liab Cvg			014237713 Crime	01/01/2012	01/01/2013	Crime Coverage \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER

Sunbelt Staffing, LLC
10151 Deerwood Park Boulevard
Jacksonville FL 32256 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier : 12425

Certificate No : 570044953262

Attachment to ACORD Certificate for Sunbelt Staffing, LLC

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Sunbelt Staffing, LLC
10151 Deerwood Park Blvd.
Building 200, Suite 400
Jacksonville, FL 32256 USA

INSURER G : Insurance Company of the State of PA	19429
INSURER H : Darwin Select Insurance Company	24319
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER/ POLICY DESCRIPTION	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
G		N/A		WC019736723 CA	01/01/2012	01/01/2013		
G		N/A		WC019736724 FL	01/01/2012	01/01/2013		
G		N/A		WC019736725 OR	01/01/2012	01/01/2013		
G		N/A		WC019736726 MA,ND,WA,WI, WY	01/01/2012	01/01/2013		
D		N/A		WC019736727 MN	01/01/2012	01/01/2013		
	OTHER							
C	E&O-ProfLiabPri			167112912 E&O Misc Prof. Liab. SIR applies per policy terms & conditions	01/01/2012	01/01/2013	Each Wrongful	\$1,000,000
							General Aggregate	\$3,000,000
H	Medical Mal			03062088 Medical Malpractice	01/01/2012	01/01/2013	Per Claim	\$1,000,000
							Aggregate	\$3,000,000
D	Excess WC			WC1192475 Excess WC OH SIR applies per policy terms & conditions	01/01/2012	01/01/2013	EL Each Accident	\$1,000,000
							EL Disease - Policy	\$1,000,000
							EL Disease - Ea Empl	\$1,000,000

Certificate No : 570044953262



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: February 3, 2012
SUBJECT: Approve Overnight Travel for Mr. Tom Renner, teacher, Pauline Gutierrez, and Ian Nool to Attend the ACDA CA All-State Honor Choir in Pasadena, CA on March 22-24, 2012.

BACKGROUND: Participation in the ACDA CA All-State Honor Choir is a prestigious honor for those talented choir students, selected by rigorous audition. Two students from Tracy High will be provided the grand opportunity to perform with this, the highest of honor ensembles, directed by world-class, renowned conductors. Mr. Tom Renner will transport students in his private vehicle and chaperone the trip. They will stay at the Hilton Pasadena in Pasadena, California.

RATIONALE: It is goal of the Tracy High School Performing Arts Magnet to provide students with increased performance opportunities. Tracy High students, Pauline Gutierrez and Ian Nool are uniquely qualified to participate in this event and represent their own and Tracy High's dedication to music. These students are recognized members of Tracy High School's Madrigals Choir. 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 \$3,500. Expenses for the ACDA CA All-State Honor Choir will be paid out of the ASB Choral Company account.

RECOMMENDATION: Approve Overnight Travel for Mr. Tom Renner, teacher, Pauline Gutierrez, and Ian Nool to Attend the ACDA CA All-State Honor Choir in Pasadena on CA March 22-24, 2012.

Prepared by: Jason Noll, Principal, Tracy High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: February 10, 2012
SUBJECT: Approve Overnight Travel for Tracy High School Science Students to Participate in the Junior Science and Humanities Symposium in Seaside, CA March 8-10, 2012.

BACKGROUND: The San Francisco Bay Area Science Fair has been inviting Tracy High School to present research at the Junior Science and Humanities Symposium for many years. Ms. Erin McKay, advisor, will transport the students in her private vehicle and chaperone the trip. The students will be observing this event in preparation of competing next year or presenting in the Western Regional Semi-Finals, if selected. The students who will be attending are Hilary Sit, Aditya Gupta, and Lucy Cui. They will stay at the Embassy Suites Hotel in Seaside, CA.

RATIONALE: Finalists are selected through a rigorous screening process which provides students with valuable opportunities to compete regionally in the scientific field. This aligns with Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed and Goal #7: Develop and utilize partnerships that contribute to the achievement of District goals.

FUNDING: The San Francisco Bay Area Science Fair and Junior Science and Humanities Symposium will incur all costs for accommodations, meals, and competition event expenses. The \$100 deposit fee and two days of sub costs will be paid by the THS Science Department fund.

RECOMMENDATION: Approve Overnight Travel for Tracy High School Science Students to Participate in the Junior Science and Humanities Symposium in Seaside, CA March 8-10, 2012.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: February 8, 2012
SUBJECT: Approve Overnight Travel for the Tracy High School Academic Decathlon Team to Attend the California Academic Decathlon State Finals in Sacramento, CA on March 15-18, 2012.

BACKGROUND: The Tracy High School Academic Decathlon team requests permission to travel to Sacramento, to participate in the California Academic Decathlon State Finals. Mrs. Terri Sorgent, teacher/advisor, will accompany and chaperone the nine members of the starting team. David Sorgent, volunteer, will accompany the team and will serve as a chaperone. The team will be transported by Mrs. Sorgent by district van and David Sorgent, via private vehicle. The team will be staying at the Hyatt Regency Sacramento in Sacramento, CA on March 15-18, 2012.

RATIONALE: After winning the San Joaquin County Academic Decathlon, Tracy High's team will represent San Joaquin County in the State Finals and compete against approximately 60 other schools from every county in the State. This aligns with Strategic Goal 2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed.

FUNDING: The total cost will not exceed \$3,000. The San Joaquin County Office of Education has paid the competition registration fee and will reimburse Tracy Unified School District for the cost of accommodations, transportation and food up to \$2,500. The cost of the van will be funded by the Superintendent's Account Budget. All other 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. The approximate cost per person will be \$272.70.

RECOMMENDATION: Approve Overnight Travel for the Tracy High School Academic Decathlon Team to Attend the California Academic Decathlon State Finals in Sacramento, CA on March 15-18, 2012.

Prepared by: Jason Noll, Principal, Tracy High School



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: February 17, 2012
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Fulkerson, Janet

Gordon, JoAnn

Minten, Melissa

Pastrikas, Linda

Pulido, Marbella

CLASSIFIED

K-8 Library Technician (Replacement)
Hirsch Elementary School
Range 30, Step A - \$14.37 per hour
5 hours per day/Tuesday through Friday
Funding: State Lottery

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

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

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

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

Swaney, Alicia

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

Valadez, Elias

Utility Person III (Replacement)
*Filled by current TUSD employee
Transportation/Tracy High School
Range 36, Step B - \$17.32 per hour
8 hours per day
Funding: General Fund – 62.5% and
Transportation-Special Ed – 37.5%

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: February 17, 2012
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Kolstad, Txe 2 nd Grade (Job Share)	Jacobson	02/24/12	Personal

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Beebout, Ashley K-8 Library Technician	Central	03/02/2012	Personal
Hensley, Nancy H. S. Library Technician	WHS	02/29/2012	Personal
Stewart, Jessica Food Service Worker	FES	02/03/2012	Accepted a new FS position at KHS
Valadez, Elias Utility Person III	Maint/ Transport.	02/17/2012	Accepted a day Utility Person III position

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: February 8, 2012
SUBJECT: Authorize Tracy Unified School District to Hire One AVID College Tutor for the Remainder of the 2011-12 School Year.

BACKGROUND: Kimberley Mizer will be hired through an Agreement for Special Contract Services as an AVID College Tutor by Tracy Unified School District for the time period of March 1, 2012 to May 25, 2012.

RATIONALE: To be certified as an AVID school, each school must meet the AVID Essential Requirement #8: "A sufficient number of tutors must be available in AVID elective classes to facilitate student access to rigorous curriculum. Tutors should be students from colleges and universities and they must be trained to implement the methodologies used in AVID." Hiring college tutors will meet this essential requirement and Tracy Unified School District's Goal #1: "Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap."

FUNDING: The funding will come from the AVID District Budget. Tutors will be paid at \$10 per hour and will not exceed a total of 7 hours a week. The total cost will not exceed \$980 if she works a total of 7 hours per week. Approximately \$22,000 has been reserved for this purpose in the AVID District Budget.

RECOMMENDATION: Authorize Tracy Unified School District to Hire One AVID College Tutor for the Remainder of the 2011-12 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (98) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: Williams Middle School, Monte Vista Middle School, Kelly School, Tracy High School, West High School
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 10 per HOURLY/DAY/FLAT RATE (circle one), not to exceed a total of \$ 980 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [☐] SHALL; [X] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
 - c. District shall make payment on a [☒] **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 May 25, 2012.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Terri Sorgent at (209)830-3360 x2081 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Tracy Unified School District

Social Security Number (2)

Date

01-7090-0-1110-1000-1100-800-2767
AVID DISTRICT ACCOUNT

Title

Account Number to be Charged:

Address

Paul Hall
Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

File: CntretSrvcs.dot
Disk: S:\shared



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent, Business Services
DATE: February 15, 2012
SUBJECT: Authorize the Director of Transportation to Bid and Award the Purchase of Two (2) School Buses to Accommodate Additional Special Education Students

BACKGROUND: The Tracy Unified School District has experienced an increase of special needs students, including a requirement to provide daily service to non-public schools in Sacramento and Turlock.

RATIONALE: To ensure the district has adequate equipment to provide these mandated service, TUSD must purchase two additional buses, the estimated cost of which would not exceed \$180,000. Fuel and maintenance for the new routes would be approximately \$80,000 per year based on current fuel prices.

FUNDING: The total one-time cost of two (2) buses will not exceed \$180,000 to be paid from the unrestricted ending balance of the General Fund. The total on-going cost of will be approximately \$80,000, which will increase the encroachment of the special education transportation program.

RECOMMENDATION: Authorize the Director of Transportation to Bid and Award the Purchase of Two (2) School Buses to Accommodate Additional Special Education Students

Prepared by: Casey Goodall-Assistant Superintendent of Business Services
John Heerema-Director of Transportation



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: February 13, 2012
SUBJECT: **Certify Corrective Actions to the 2010-11 Findings and Recommendations of the Independent Annual Financial Report**

BACKGROUND: The board was presented with the annual independent audit in January. The audit included two finding. Each year the Superintendent is required to certify that all corrective actions to the annual independent audit have been reviewed and filed by the district's Governing Board. The Superintendent is also required to assure that corrective procedures have been implemented and will be used in the ensuing years.

RATIONALE: The attached forms document the corrective actions to the audit findings.

FUNDING: None.

RECOMMENDATION: Certify Corrective Actions to the 2010-11 Findings and Recommendations of the Independent Annual Financial Report

Prepared by: Reed Call, Director, Finance



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Valerie McDonald, Director of Food Services
DATE: February 14, 2012
SUBJECT: Authorize the Director of Food Services to Award Contracts for Food and Non – Food Items for the 2012/2013 School Year.

BACKGROUND: Tracy Unified School District Food Services Department plans to purchase Food and Non-Food items valued at greater than \$81,000 for the 2012 – 2013 school year; therefore, a bid is required to ensure compliance with the State and Federal purchasing guidelines.

The Deadline for the bid opening is Tuesday, May 8th, 2012 at 3:00 pm at the District Education Center. This agenda item is being submitted prior to the bid opening, so a spreadsheet of the Food and Non – Food will be provided at the Board Meeting. The recommended vendors and the associated price for each item will be highlighted in yellow.

RATIONALE: Approval of this agendas item gives authorization to the Associate Superintendent for Business Services to award Food and Non – Food items to ensure that best value, lowest prices, and that the Bid meets all State and Federal Guidelines.

FUNDING: Funding for purchases is made through the Food Services Departments budget, using the 4710 and 4300 accounts, for Food and Non – Food.

RECOMMENDATION: Authorize the Associate Superintendent for Business Services to Award Contracts for Food and Non – Food Items for the 2012/2013 School Year.

Prepared by: Valerie McDonald, Director of Food Services



TRACY
UNIFIED SCHOOL DISTRICT

ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Trustees
FROM: Dr. James Franco, Superintendent
DATE: February 20, 2012
SUBJECT: Cast Ballot for CSBA 2012 Delegate Assembly Election

BACKGROUND: There are three vacancies to be filled in Subregion 8-A.

RATIONALE: The official ballot for Subregion 8-A has been received for the CASBA Delegate Assembly election. Each member board submits one ballot. Each Board may vote for up to three candidates. A biographical sketch for each candidate is enclosed. The ballot for subregion 8-A also allows spaces for write-in candidates. The positions will be filled by the candidates receiving the highest number of votes. The candidates are:

____ Diana Machado (Linden USD)

FUNDING: N/A

RECOMMENDATION: Cast Ballot for CSBA 2012 Delegate Assembly Election.

Prepared by: Dr. James Franco, Superintendent.

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No Later Than **THURSDAY, MARCH 15, 2012**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.

A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2012 DELEGATE ASSEMBLY BALLOT
SUBREGION 8-A
(San Joaquin County)

Number of vacancies: 3 (Vote for no more than 3 candidates)

Delegates will serve two-year terms beginning April 1, 2012 – March 31, 2014

**denotes incumbent*

☐ Diana Machado (Linden USD)*

☐ No other nominations were received; however, your board may vote to write in the name of a board member to fill this seat:

Name of Write-in Candidate

School District

☐ No other nominations were received; however, your board may vote to write in the name of a board member to fill this seat:

Name of Write-in Candidate

School District

Signature of Superintendent or Board Clerk

Title

School District/COE Name

Date of Board Action

See reverse side for a current list of all Delegates in your Region.



CSBA

2012 Delegate Assembly Candidate Biographical Sketch Form

Due: Monday, January 9, 2012 (U.S. Postmark or fax - 916.669.3305 or 916.371.3407)

Please complete, sign and date this required candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this candidate form will not be accepted.

Name: <u>Diana Machado</u>	CSBA Region/Subregion: <u>8</u> / <u>A</u>
District or COE: <u>Linden USD</u>	Years on board: <u>21</u> ADA: _____
Contact Number: <u>209.931.6768</u>	E-mail: <u>hatr1ck@aol.com</u>
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, how long have you served as a Delegate? <u>8</u> Years	

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

One of my top priorities is to secure adequate funding for our schools in order to give our students the best possible opportunities in our education system. Another priority is to enable public school systems to operate on the same playing field as does the charter school systems, or visa a versa: insist that the charter schools be mandated to operate with the same requirements that are mandated for our public schools...we need equality. And finally, with regard to finances, any and all mandates need to be funded.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

I attend the county meetings to allow communicatin among our districts.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

Pollibly, I feel I can contribute a long term perspective because of the history of my board experience. The delegates are a diverse group, yet in order to stand strong in the political arena, our voice needs to be heard and we need to establish a strong demeanor in politics in order to get what we need for our schools.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Diana Machado Date: 11/15/11



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: February 22, 2012
SUBJECT: Approve Resolution #11-17 Establishing March as "Arts in Education Month"

BACKGROUND: Many national and state professional education associations hold celebrations in March focused on art in education. The District has worked to develop standards in the areas of Visual and Performing Arts, as well as a variety of programs. The District has continued to promote and offer a strong Visual and Performing Arts program while maintaining a focus on core curriculum, student achievement, and closing the achievement gap.

RATIONALE: This resolution recognizes the importance of the arts in education and in our society. It advocates for school districts to continue offering a comprehensive Visual and Performing Arts program for all students. This supports 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: N/A

RECOMMENDATION: Approve Resolution #11-17 Establishing March as "Arts in Education Month"

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION No. 11-17
RESOLUTION AUTHORIZING MARCH AS
“ARTS IN EDUCATION MONTH”**

WHEREAS, Arts Education, which includes dance, music, theatre, and the visual arts, is an essential part of basic education for all students, kindergarten through grade twelve; and

WHEREAS, through well-planned instruction and activities in the arts, children develop initiative, creative ability, self-expression, self-reflection, thinking skills, discipline, a heightened appreciation of beauty and cross-cultural understanding; and

WHEREAS, many national and state professional education associations hold celebrations in March focused on students' participation in the arts; and

WHEREAS, experience in the arts develops insights and abilities central to the experience of life, and the arts are collectively one of the most important repositories of culture; and

WHEREAS, these celebrations give Tracy schools a unique opportunity to focus on the value of the arts for all students, to foster cross-cultural understanding, to give recognition to our outstanding young artists to focus on careers in the arts available to students, and to enhance public support for this important part of our curriculum; and

WHEREAS, the Tracy Unified School District Board of Education states in its Board Policy 6142.6 adopted in September 1997 that a comprehensive arts education program should be an integral part of the basic education offered to all students in all grades; and

THEREFORE BE IT RESOLVED, on February 28, 2012 that the Tracy Unified School District Board of Education joins the California State Board of Education in proclaiming the Month of March 2012 as Arts Education Month and encourages all schools in the Tracy Unified School District to celebrate the arts with meaningful student activities and programs that demonstrate learning and understanding in the visual and performing arts; and be it further;

PASSED AND ADOPTED this the 28th day of February, 2012, by the Board of Trustees of the Tracy Unified School District the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**Jill Costa, President
Board of Trustees
Tracy Unified School District**

Attested:

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

**James Vaughn, Board Clerk
Board of Trustees
Tracy Unified School District**

TRACY SCHOOL FACILITIES FINANCING AUTHORITY

ANNUAL MEETING

February 28, 2012

7:00 P.M.

Tracy Joint Unified School District – Education Center
1875 W. Lowell Ave.
Tracy, CA 95376

1. CALL TO ORDER
2. ROLL CALL/CONFIRMATION OF OFFICERS - Establish Quorum

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

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

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

Persons wishing to speak to items not on the agenda are asked to complete a "Request to Speak" card and present it to the Chair prior to the meeting. Subjects not on the agenda may be introduced at this time, but no action may be taken on them at this meeting. When you address the Board, please stand at the podium and state your name for the record.

Comments From the Floor on **Items On the Agenda**
(5-Minute Time Limit Per Individual)

Persons wishing to speak to items on the agenda are asked to complete a "Request to Speak" card and present it to the Chair prior to the meeting. You will be given an opportunity to speak on the subject at the time the item is discussed by the Board. When you address the Board, please stand at the podium and state your name for the record.

4. DISCUSSION/ACTION –

4.1 Approve Meeting Minutes of April 12, 2011

Action: Motion___; Second___. Vote Yes___; No___; Absent; Abstain___.

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

Action: Motion___; Second___. Vote Yes___; No___; Absent; Abstain___.

5. ADJOURNMENT

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the Superintendent's Office at (209) 830-3201 (telephone). Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to assure accessibility to the meeting.

The Board reserves the right to take action on all items
on the Agenda including "Discussion" items

MINUTES
ANNUAL MEETING OF THE
TRACY SCHOOL FACILITIES FINANCING AUTHORITY
April 12, 2011

**Adjourn/
Call to Order
8:51 p.m.**

Adjourn Tracy Unified School District Board Meeting and Call to Order the Public Meeting of the Tracy School Facilities Financing Authority Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, G. Silva, B. Swenson, J. Vaughn.

14.1.4 Adopt Resolution No. 11-01 Adopting the By-Laws Of the Tracy School Facilities Financing Authority; Confirming the Chair, Vice Chair, Executive Director, Secretary, and Treasurer and Controller, Respectively, of the Authority; and Adopting A Conflict of Interest Code

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

14.1.5 Adopt Resolution No. 11-02 of the Board of Directors of the Tracy School Facilities Financing Authority Authorizing The Issuance of Tracy School Facilities Financing Authority General Obligation Revenue Bonds (Federally Taxable/Qualified School Construction Bonds), Series A, in an Aggregate Principal Amount of not to Exceed \$19,770,000, Authorizing the Execution and Delivery of an Indenture, a Bond Purchase Agreement and a Commitment Letter and Other Matters Related Thereto
(Separate Cover Item)

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

**Adjourn/Reconvene
8:53 p.m.**

Adjourn Public Meeting of the Tracy School Facilities Financing Authority
Reopen Public Meeting of the Tracy Unified School District

Clerk



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: February 6, 2012
SUBJECT: Approve Parent Handbook for State Preschool

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

RATIONALE: The Parent Handbook covers: State preschool policies, procedures, goals, objectives, school curriculum and how parents can support learning at home. It also addresses parent involvement, conferences, attendance policy, nutritional programs, and program eligibility criteria. This agenda item supports: Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff and South/West Park Elementary School Goal #4: Parent Involvement - Encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, and community and to facilitate a partnership to support student achievement.

FUNDING: Not Applicable

RECOMMENDATION: Approve Parent Handbook for State Preschool

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

WELCOME



STATE PRESCHOOL

PARENT HANDBOOK

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

2011-2012
Board approved February 2012

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WELCOME

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

Preschool Staff:

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

Class hours:

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

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

South/West Park Administration:

Ramona Soto-Barajas: Principal
Juan Lopez: Assistant Principal

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PHILOSOPHY AND GOALS OF OUR PRESCHOOL PROGRAM

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

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

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

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

Program Goals:

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

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

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Desired Results Developmental Profiles

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



Introduction to Desired Results

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

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

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

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

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



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

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

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

Early School Success

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

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



What Can I Expect My Child to Learn in Preschool?

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

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

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

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



How You Can Help Prepare Your Child For School:

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

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Early Literacy

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

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

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



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MATHEMATICS/SCIENCE

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

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



HIGH SCOPE CURRICULUM

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



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PARENT, COMMUNITY INVOLVEMENT and EDUCATION:

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

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

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

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

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

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

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

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Classroom Participation Policy

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

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

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

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

HAVE FUN WITH YOUR CHILD!!

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

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



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Attendance Policy

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

Excused Absences

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

The District defines "family emergency" as:

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

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

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

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UNEXCUSED ABSENCES

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

1. The child does not "feel" like coming to school.
2. The child stays home to "sleep in".
3. The parents over sleep.
4. Couldn't find belongings (shoes, jacket, etc)

The consequences each year for unexcused absences are as follows:

When Unexcused Absences have reached 3 days:

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

When unexcused absences have reached 4 days:

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

When unexcused absences have reached 5 days:

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

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

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Tardies

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

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

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

5th Tardy:

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

6th Tardy:

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

Child Emergencies

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

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

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Signing-In & Out

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



Late Pick-Up

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

Procedure to follow for Late Pick-up:

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



TERMINATIONS

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

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

PROCEDURE

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

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APPEAL PROCEDURES

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



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

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



PARENT BULLETIN BOARD

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

HEALTH

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



NUTRITION/CAFETERIA

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

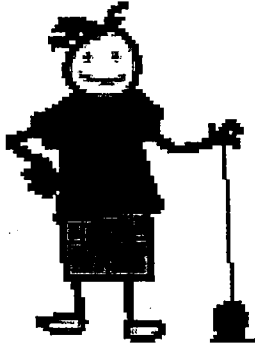
Food substitutions can be made for students only with a physician's statement of need. Also, juice can be substituted for milk when the parent provides a statement of need from the child's physician.

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



BIRTHDAYS

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

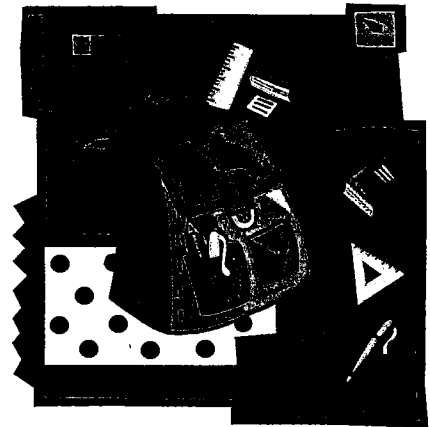


CLOTHING/SUPPLIES

PROTECT YOUR CHILD'S BELONGINGS, LABEL EVERYTHING.

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

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



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

Child Abuse Reporting

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

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

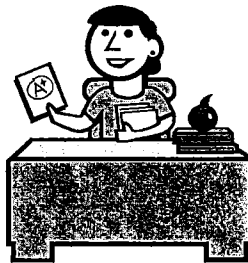
Car Safety Law



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

Staff Qualifications

Our State Preschool teachers hold a current Child Development Permit from the California Commission on Teacher Credentialing. We strive to ensure our staff reflects the diverse linguistic and cultural makeup of the children and families in our program. The use of



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intergenerational staff is encouraged.



Eligibility Criteria for Program

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

Non-Discrimination Policy

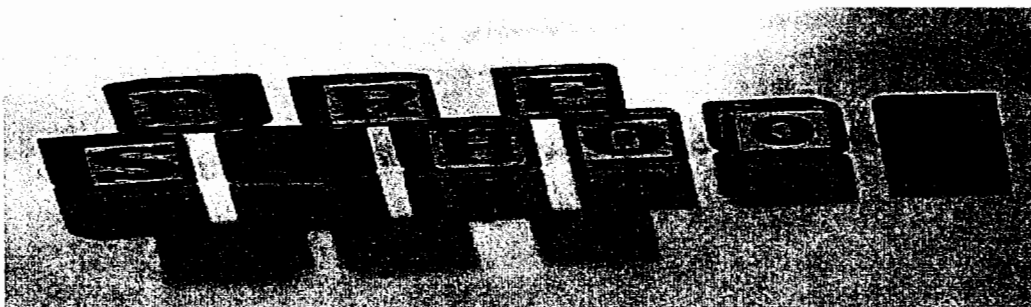
The Preschool Program does not discriminate when determining which children will be served. The program does not discriminate on the basis of sex, sexual orientation, gender, race, religion, ethnicity, national origin, color, or mental or physical disability, in determining which children are served.

The Preschool Program:

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

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Enrollment Procedures

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

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

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

- 3 doses of Polio Vaccine

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



Legal Issues:

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

INCOME DOCUMENTATION REQUIREMENTS FOR STATE SUBSIDIZED CHILD DEVELOPMENT SERVICES

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

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

You are also required to verify:

- All family members in your household
- Your address

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Parent's/Guardian's Rights

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

Corporal Punishment

District programs are prohibited from the use of corporal punishment.

Guidance and Discipline

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

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

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

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

South/West Park State Preschool Program

ACKNOWLEDGMENT

Child's Name

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

I have received:

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

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Parent rights ☐

Personal rights ☐

Parent/ Guardian Signature

Date

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HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
& Human Resources
DATE: February 17, 2012
SUBJECT: Adopt Resolution No. 11-13, Authorizing the Reduction and Elimination of Particular Kinds of Service for the 2012-2013 School Year

BACKGROUND: Pursuant to Education Codes 44949, 44955, and 44951, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to reduce or discontinue particular kinds of service in order to reduce the number of certificated employees of the District.

RATIONALE: Reduction or discontinuance of particular kinds of service is needed to address budget cuts for the 2012-2013 school year.

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

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

**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 11-13
REDUCTION AND ELIMINATION OF
PARTICULAR KINDS OF SERVICE
FOR THE 2012-2013 SCHOOL YEAR**

WHEREAS, as a result of possible budget reductions needed to balance the budget, the Board of Trustees of the Tracy Unified School District has determined that it shall be necessary to reduce the following particular kinds of certificated services of the District not later than the beginning of the 2012-2013 school year:

- a. Reduction of the Building Literacy Together (First Five) Pre School Program, resulting in the elimination of 1.0 FTE certificated Administrative School Readiness Program Specialist position.
- b. Reduction of Elementary Classroom Teaching Program, resulting in the elimination of 10.0 FTE certificated Teacher positions.
- c. Reduction of Middle School Business (Business Applications) Teaching Program, resulting in the elimination of 1.0 FTE certificated Teacher positions.

WHEREAS, it is the opinion of the Governing Board that it is necessary by reason of the above reduction or elimination of particular kinds of service to eliminate 12.0 FTE certificated positions in the District at the close of the current school year in accordance with Education Code section 44955; and

WHEREAS, this Board is authorized by Education Code section 44955 to deviate from terminating employees in order of seniority where the District demonstrates a specific need for personnel to teach a specific course or course of study.

NOW, THEREFORE, BE IT RESOLVED that it shall be necessary to terminate at the end of the 2011-2012 school year the employment of not more than 12.0 certificated employees of the District as a result of the above reduction of services. The Superintendent or his designated representative is directed to take all appropriate action needed, including the sending of appropriate notices to all employees whose positions shall be affected by virtue of this action.

PASSED AND ADOPTED this 28th day of February, 2012 by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

Jill Costa, President
Board of Trustees
Tracy Unified School District

Attested:

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

James Vaughn, Clerk
Board of Trustees
Tracy Unified School District



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
& Human Resources
DATE: February 17, 2012
SUBJECT: Adopt Resolution No. 11-14, Adopting the Competency Criteria in the Case
of Certificated Reduction in Force for the 2012-2013 School Year

BACKGROUND: Pursuant to Education Codes 44949, 44955, and 44951, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to reduce or discontinue particular kinds of services in order to reduce the number of certificated employees of the District. In conjunction with that recommendation it is necessary to adopt criteria for determining if a certificated employee would have the competency to replace (Bump) another certificated employee out of their position.

RATIONALE: Reduction or discontinuance of particular kinds of services are needed to address budget cuts for the 2012-2013 school year and the District must have a way to ensure that when one certificated employee may potentially replace (bump) another certificated employee that they possess the necessary competency in order to provide adequate services.

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

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

**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 11-14
COMPETENCY CRITERIA IN THE CASE OF
CERTIFICATED REDUCTION IN FORCE FOR THE 2012-2013 SCHOOL YEAR**

WHEREAS, it appears that it will be necessary for the Tracy Unified School District to lay off certificated employees at the end of the 2011-2012 school year for the 2012-2013 school year; and

WHEREAS, the District is required to provide instruction to students who have limited English language proficiency; and

WHEREAS, the State has determined that in order to provide instruction to such students, teachers shall be specifically trained in appropriate techniques, which training is demonstrated by the teacher holding a BCLAD, CLAD, SB 2042, AB 1059, SB 395 or equivalent certificate; and

WHEREAS, approximately 26% of the students in the District are English Learners ("EL"), that is, students whose first language is not English; and

WHEREAS, to provide teachers for those classes containing EL students, there is a need for teachers throughout the District who are EL certified; and

WHEREAS, for the purposes of making assignments and reassignments of certificated employees for the District, a certificated employee shall be deemed to be competent to perform certificated services if he or she, in addition to the criteria described above, has a credential authorizing the service to be rendered.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Tracy Unified School District that for the purposes of making assignments and reassignments of certificated employees for the District to meet its obligations under Education Code Section 44955, a certificated employee shall be deemed to be competent and qualified to perform certificated service if:

He or she holds a BCLAD, CLAD, SB 2042, AB 1059, SB 395 or equivalent certification to provide instruction to English Learners; and

He or she has a credential authorizing the service to be rendered.

PASSED AND ADOPTED this 28th day of February, 2012 by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

Jill Costa, President
Board of Trustees
Tracy Unified School District

Attested:

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

James Vaughn, Clerk
Board of Trustees
Tracy Unified School District



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
& Human Resources
DATE: February 17, 2012
SUBJECT: Adopt Resolution No. 11-15, Adopting the Tie-Breaking Criteria In the Case of Certificated Reduction in Force for the 2012-2013 School Year

BACKGROUND: Pursuant to Education Codes 44949, 44955, and 44951, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to reduce or discontinue particular kinds of services in order to reduce the number of certificated employees of the District. In conjunction with that recommendation it is necessary to adopt criteria for tie breaking when two or more certificated employees possess the same seniority date.

RATIONALE: Reduction or discontinuance of particular kinds of services are needed to address budget cuts for the 2012-2013 school year and the District must have a way to break ties between two or more certificated employees with the same seniority date who are both currently providing the same particular kind of service identified for reduction or discontinuance.

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

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

**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 11-15
ADOPTING TIE BREAKING CRITERIA
IN THE CASE OF CERTIFICATED REDUCTION IN FORCE
FOR THE 2012-2013 SCHOOL YEAR**

WHEREAS, it appears that it will be necessary for the Tracy Unified School District to lay off certificated employees at the end of the 2011-2012 school year for the 2012-2013 school year; and

WHEREAS, there are individuals who have the same first date of paid service as probationary certificated employees.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Tracy Unified School District that if any two or more employees have the same first date of paid service as probationary certificated employees in the Tracy Unified School District, and if there is a need to reduce staffing by a number less than all such individuals, the decision as to which individuals shall be given preference and not be laid off shall be determined by the following criteria, which are based upon the Governing Board's determination of the needs of the District and its students:

1. Individuals with BCLAD a certificate will be given preference. If these factors are identical then;
2. Individuals with CLAD, SDAIE or an equivalent certificate will be given preference. If these factors are identical then;
3. Individuals with credentials and actual teaching experience in the District as follows: in the subject area of mathematics with a single subject authorization in mathematics authorizing the person to teach up to and including 12th grade mathematics; in the subject area of science with a single subject authorization in science authorizing the person to teach Biological Sciences, Chemistry, Geosciences, and/or Physics, and Special Education will be given preference. If these factors are identical then;
4. Individuals whose credentials, authorizations or certifications enable them to serve in the greatest number of different K-12 teaching positions will be given preference. If these factors are identical then;
5. Individuals with no Requires Improvement or Unsatisfactory ratings on his/her most recent evaluation. If these factors are identical then;
6. Individuals with valid extra-duty experience within the District (i.e., coaching, class sponsorship or other student-related activities) will be given preference. If these factors are identical then;
7. A lottery shall be conducted among those remaining, and layoff shall be from the

lowest number to the highest number from the lottery.

PASSED AND ADOPTED this 28th day of February, 2012 by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

Jill Costa, President
Board of Trustees
Tracy Unified School District

Attested:

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

James Vaughn, Clerk
Board of Trustees
Tracy Unified School District



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
& Human Resources
DATE: February 17, 2012
SUBJECT: Adopt Resolution No. 11-16, Authorizing an Administrative Reassignment
for the 2012-2013 School Year

BACKGROUND: Pursuant to Education Code 44951 the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to Adopt Resolution 11-16 authorizing the reassignment of an administrator for the 2012-2013 school year.

RATIONALE: Pursuant with Education Code 44951 the District can exercise its right to reassign an Administrator for the 2012-2013 school year. This Resolution will allow the flexibility needed by the District to make any necessary reassignments in the administrative ranks in order to meet budgetary, District, and school site needs. Certificated administrators must receive notice of a possible reassignment prior to March 15, 2012 in order to preserve the ability to adjust their work assignment for the 2012-2013 school year.

RECOMMENDATION: Adopt Resolution No. 11-16, Authorizing an Administrative Reassignment for the 2012-2013 School Year

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

**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 11-16**

RESOLUTION REGARDING ADMINISTRATIVE REASSIGNMENT

WHEREAS, the Governing Board of a school district may, pursuant to California law, choose to release or reassign properly notified certificated administrators and supervisors for the next school year; and

WHEREAS, pursuant to Education Code section 44951, all certificated employees holding a position requiring an administrative or supervisory credential will be continued in their present positions unless notified in writing prior to March 15 that they may be released or reassigned from their position for the following year; and

WHEREAS, it is possible that the Superintendent will recommend and that the Board will choose to release or reassign administrators holding the following positions effective the 2012-2013 school year:

<u>Name</u>	<u>Position</u>
Brandi Harrold	School Readiness Program Specialist

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Trustees of the Tracy Unified School District hereby determines that the above-listed administrators may be released or reassigned from their positions for the 2012-2013 school year;

BE IT FURTHER RESOLVED THAT the Superintendent is directed before March 15, 2012, to send a written notice to each of them which shall either be deposited in the United States registered or certified mail, return receipt requested, with postage prepaid, addressed to the last known address of each, or shall be personally delivered to each and for which each shall sign indicating receipt, and which shall notify each of the possible above-referenced reassignment for the 2012-2013 school year.

PASSED AND ADOPTED this 28th day of February, 2012 by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

Jill Costa, President
Board of Trustees
Tracy Unified School District

Attested:

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

James Vaughn, Clerk
Board of Trustees
Tracy Unified School District