

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, MARCH 11, 2014

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

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

AGENDA

- | | |
|---|----------------|
| 1. Call to Order | Pg. No. |
|
2. Roll Call – Establish Quorum
Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, G. Silva, J. Vaughn
Staff: J. Franco, C. Goodall, S. Harrison, B. Etcheverry | |
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3. Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. | |
| 3.1 Educational Services: | |
| 3.1.1 Finding of Fact #13-14/#39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 | |
| 3.1.2 Application for Reinstatement AR#13-14/#26 | |
| Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.1.3 Waiver of Expulsion – WE#13-14/#1 | |
| Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
|
3.2 Human Resources: | |
| 3.2.1 Consider Public Employee/Employment/Discipline/Dismissal/Release | |
| Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.2.2 Conference with Labor Negotiator | |
| Agency Negotiator: Sheila Harrison | |
| Assistant Superintendent of Educational Services & Human Resources | |
| Employee Organization: CSEA, TEA | |
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4. Adjourn to Open Session | |
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5. Call to Order and Pledge of Allegiance | |
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6. Closed Session Issues: | |
| 6a Finding of Fact #13-14/#39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 | |
| Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___. | |

	Pg. No.
6b Report Out of Action Taken on Application for Reinstatement AR#13-14/#26 Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __. 6c Report Out of Action Taken on Waiver of Expulsion – WE#13-14/#1 Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __.	
7. Approve Regular Minutes of February 25, 2014. Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __.	1-6
8. Student Representative Reports: None	
9. Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement: 9.1 Williams Middle School Update 9.2 Recognize and Congratulate Kimball High School Girls Basketball for Winning the School's First-Ever Valley Oak League Title and Reaching the Second Round of the Playoffs	
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 yellow speaker's card).	
11. Information & Discussion Items: An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting. 11.1 Administrative & Business Services: None. 11.2 Educational Services: 11.2.1 Receive Report on Next Generation Science Standards	7
12. PUBLIC HEARING: None.	
13. Consent Items: Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items. Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __. 13.1 Administrative & Business Services: 13.1.1 Accept the generous donations from the various individuals, businesses, and school site parent teacher associations listed herein with thanks and appreciation from the staff and students of the Tracy Unified School District 13.1.2 Approve Assembly, Service, Business and Food Vendors 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	8-9 10-17 18-19 20-21

13.2	Educational Services:	Pg. No.
13.2.1	Ratify Contract with 360 Degree Therapy, Inc. for the 2013-14 School Year	22-27
13.2.2	Approve Overnight Travel for West High School Track Team to Attend the Arcadia Invitational Track Meet in Arcadia, CA on April 10-13, 2014	28
13.2.3	Approve Overnight Travel for West High School Track Team To Attend the Oregon Relays Invitational Track Meet on April 17-20, 2014 in Eugene, Oregon	29
13.2.4	Approve Overnight Lock -In for Kimball High School Leadership in the Athletic Complex at Kimball High School on March 14-15, 2014	30
13.2.5	Ratify Contract with Sunbelt Staffing for the 2013-14 School Year	31-39
13.2.6	Ratify Agreement for Special Contract Services for One Additional Class with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Merrill F. West High School During the 2013 – 2014 School Year	40-42
13.2.7	Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Continued Mental Health Services for Students at North Elementary School for the Remainder of the 2013-2014 School Year	43-45
13.2.8	Approve Overnight Travel for Kimball High School (KHS) Advanced Drama Class and Cast of The Music Man to attend the Disneyland Resort in Anaheim, CA for Performing Arts Professional Development from April 4-6, 2014	46
13.2.9	Approve Overnight Travel for Two John C. Kimball High School Key Club Members to Attend the 2014 Key Club District Convention in Sacramento, CA on April 11-13, 2014	47
13.3	Human Resources:	
13.3.1	Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees	48-49
13.3.2	Approve Classified, Certificated and/or Management Employment	50-51
13.3.3	Approve Agreement for Special Contract Services with Alegre Home Care Staffing to Provide Nurses for Needed Nursing Services	52-55
14.	Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.	
14.1	Administrative & Business Services:	
14.1.1	Certify Corrective Actions to the 2012-13 Findings (Separate Cover Item)	56
Action:	Motion___; Second___. Vote: Yes___; No___; Absent ___; Abstain__.	
14.1.2	Certify 2013-2014 Fiscal Year Second Interim Report (Separate Cover Item)	57-58
Action:	Motion___; Second___. Vote: Yes___; No___; Absent ___; Abstain__.	
14.1.3	Consider Claim No. 01-1314 TUSD	59
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 25, 2014**
 - 17.2 **April 8, 2014**
 - 17.3 **May 13, 2014**
 - 17.4 **May 27, 2014**
 - 17.5 **June 10, 2014**
 - 17.6 **June 24, 2014**
18. **Upcoming Events:**

18.1 April 18-25, 2014	No School, Spring Break
18.2 May 2, 2014	No School, Staff Buy Back Day
18.3 May 26, 2014	No School, Memorial Day
18.4 May 30, 2014	Last Day of School
18.5 May 31, 2014	Graduation

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent's Office at 209.830.3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary aids or services, he/she should also contact the Superintendent's Office at least 24 hours prior to the meeting.

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, February 25, 2014**

- 5:30 PM:** 1-3. President Vaughn called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, G. Silva, J. Vaughn.
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry
- 7:02 PM** 5. President Vaughn called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Report Out of Action Taken on Discharge Classified Employee #UCL-189
Action: Vote: Yes-7; No-0.
6b Approve the Non-Reelection of Probationary Certificated Employees #UC-822, Pursuant to Education Code Section 44929.21(b)
Action: Pulled. **Vote:** None.
- Minutes:** 7. **Approve Regular Minutes of February 11, 2014.**
Action: Guzman, Crandall. **Vote:** Yes-7; No-0.
- Employees Present:** J. Bailey, F. Weinberg, P. Kelley, J. Danoy, N. Kettner, L. Dopp, B. Carter, D. Voloshin, D. Schneider, C. Washington, D. Reese, D. Silveira, L. Beeso, C. Carlfeldt, D. Medek, A. Feldman
- Press:** D. Rizzo, Tracy Press
- Visitors Present:** G. Hepner, K. Arwood, J. Dement, D. Wallace, V. Stewart, P. Warwick, G. Bradley, C. Hawkins, K. Johnson, A. Larez, D. Holmes, S. Raniwala, M. Signa, E. Quintana, J. Estes, M. Berolo, A. Brooks, J. Aguilar, R. Jimenez, G. Kalia, M. Beringer, R. Sousa, N. Sousa
- Student Rep Reports:** 8. **Tracy High:** Mika Fithian was unable to be here tonight.
West High: Jessica Rasmussen reported that the 3rd quarter is in full swing. Students are taking their SATs and seniors have heard back from colleges. Skills USA and Mock Trial have won medals and their Acadec team received most improved. Several events are coming up. FFA week with have country theme games, a petting zoo and food fair. The winter ball was successful. The yearbook senior hall of fame voting has concluded. Prom tickets will be on sale next week. In athletics they have 4 wrestlers to finals and a female on her way to state. Spring sports are starting and the boys' basketball team has a playoff game on Wednesday.

Kimball High: Lindsay Huckaba was unable to attend however, Michael Sigua represented Kimball tonight. The girls' basketball team is in a playoff game tonight in Napa. Other sports are training hard. Leadership held a 1940's black and white event for residents at Astoria Gardens. Multi cultural week is being planned and will have henna tattoos, food and performances. This event shows the diversity of their school. Students are excited for the prom. Graduation is getting closer and students are eager to finish.

Stein High: Steven Medina reported that students are testing which helps them to distinguish a career path based on the test results. The Delta Blood Bank drive was hosted by the Key Club and was a very successful event. Students are doing well in Academics and progressing towards graduation. Staff nominates students for award for citizenship, attendance, credits, etc. The science club has made a huge impact.

Item 14.3.1 was moved up on the agenda.

Recognition & Presentations:

9.1 Recognize the Outstanding Employees of the Winter Term for the 2013-14 School Year

Assistant Superintendent of Human Resources and Educational Services, Dr. Sheila Harrison, recognized the employees of the term: Fran Weinberg (K-5 classified), a Tech I in the ISET Department; Erin McKay (9-12 certificated), a Tracy High science teacher; Patty Kelley (Classified confidential) an administrative assistant in Human Resources; and Karen Abney-Xuereb (K-5 certificated) a Kindergarten teacher at McKinley School.

9.2 Recognize and Congratulate Tracy High School Academic Decathlon Team for their Regional Championship at the 33rd Annual San Joaquin County Academic Decathlon

Assistant Superintendent of Human Resources and Educational Services, Dr. Sheila Harrison, recognized Tracy High's Academic Decathlon Team for winning their fourth consecutive Dave Sargent Winner's Cup. Individual accomplishments included Robbie Grewal as the highest scoring student and Miguel Rivera for first place in the scholastic division and for most individual medals. The team was led by their coach, Jorja Rule.

9.3 Villalovoz Elementary School Update

Principal, Lisa Beeso, and teacher, Cindy Carlfeldt presented a power point on the Common Core implementation. Students are using current curriculum to include more collaboration and real life research. They are provided with opportunities such as the Artist in Residence Program which is great. They utilize Nancy Fetzer and implement Number Talks which teaches mental math strategies. Teachers are provided resources and articles related to CCSS. There are CISC presentations, implemented PLCs, presentations from math cadre, literacy leaders and various committees at ERMS and buy back days. They have received Smarter Balanced training and professional development by Nancy Fetzer. They showed a clip about

Number Talks which showed how you can use various ways to solve problems that get to the same answer. Parents received information at meetings for ELAC, PFC, SSC, math night and articles in the newsletter.

Hearing of Delegations

10. Juana Dement is here to express her concern for the new superintendent. She feels our new superintendent should recognize and be equipped to deal with diversity.

Information & Discussion Items:

11.1 Administrative & Business Services: None.

11.2 Educational Services:

11.2.1 Receive Report on the Tracy Learning Center's Charter Renewal Petition for Primary Charter School

Director of Tracy Learning Center, Virginia Stewart, is here tonight to present the Primary charter petition for renewal. She also sent it electronically to Linda Dopp. She is asking the board to begin the timeline and public hearing process.

Public Hearing:

12.1 Administrative & Business Services: None.

Consent Items:

Action: Lewis, Crandall. **Vote:** Yes7-; No-0.

13.1 Administrative & Business Services:

13.1.1 Approve Accounts Payable Warrants (January, 2014)
(Separate Cover Item)

13.1.2 Approve Payroll Reports (January, 2014)

13.1.3 Approve Revolving Cash Fund Reports (January, 2014)

13.1.4 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

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

13.2 Educational Services:

13.2.1 Approve the Carl D. Perkins Career and Technical Education Improvement Act of 2006, Career and Technical Education Advisory Committee for 2013-2014

13.2.2 Approve Overnight Travel for the Tracy High School Academic Decathlon Team to Attend the California Academic Decathlon State Finals in Sacramento, CA on March 20-23, 2014

13.2.3 Approve Agreement for Special Contract Services with Counseling And More (CAM): The Parent Project to Provide Training for Parents at Monte Vista Middle School for the Second Semester of the 2013-2014 School Year

13.2.4 Approve Agreement for Special Contract Services with the Great Valley Writing Project to Present on March 3, 2014 to 7-12 English Language Arts Teachers to Further Implementation of the

- Common Core State Standards for English Language Arts
- 13.2.5 Approve Overnight Travel for Six Merrill F. West High School Key Club Members to Attend the 2014 Key Club District Convention in Sacramento, CA on April 11-13, 2014
- 13.2.6 Approve the Written Parent Policies for the South/West Park State Preschool for the 2013 – 2014 School Year
- 13.2.7 Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at McKinley Elementary School for the 2013 – 2014 School Year
- 13.2.8 Approve Overnight Travel for One Merrill F. West High School Wrestler to Attend the California Interscholastic Federation (CIF) Girls State Wrestling Championship on February 27 – March 1, 2014 in Visalia, CA
- 13.2.9 Approve Agreement for Special Contract Services with the Great Valley Writing Project to Present on March 3 to Grades 4-5 History/Social Studies Teachers to Further Implementation of the Common Core State Standards for History/Social Studies
- 13.3 **Human Resources:**
- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2 Approve Classified, Certificated and/or Management Employment
- 13.3.3 Approve Agreement for Special Contract Services for Assistant Varsity Softball Coach Ed Smith at Tracy High School for the 2014 Spring Season

Action Items:

- 14.1 **Administrative & Business Services:**
- 14.1.1 Cast Ballot for CSBA 2014 Delegate Assembly Election
- Action:** Candidates: Fant, To-Cowell and Womack. Gouveia, Lewis.
Vote: Yes-6; No-1(Crandall)
- 14.1.2 Update on the South West Park School Modernization and Approve Moving Forward with DSA Design and Construction Documents
- Action:** Silva, Lewis. **Vote:** Yes-7; No-0.
- Director of Facilities, Bonny Carter, and architect, Kevin Arwood of Rainforth Grau, presented a power point on the Southwest Park modernization project. They reviewed the existing campus and the future plans will be. There will be a 2 story building which will be the front of the school. There will be more parking and options for cars and a bus loop. The campus will have a gate so that visitors will have to go through the office. They will add an alcove to the multipurpose room and new restrooms. They would like to begin design development and hope to have occupancy by July of 2016. Bonny reviewed the sources of cash. The board preferred the rounded version of the building and bus loop option 2. The interim housing plan needs further discussion by the facility committee.
- 14.2 **Educational Services:**
- 14.2.1 Approve Adoption of K-5, 6-8, and High School Mathematics

Textbooks

Action on K-5: Costa, Gouveia. **Vote:** Yes-7; No-0.

Action on 6-8: Crandall, Guzman. **Vote:** Yes-7; No-0.

Action on High School: As amended. Costa, Silva. **Vote:** Yes-7; No-0.

The following memo was read:

The mathematics department chairs from the three comprehensive high schools, the mathematics instructor from Stein High School, and the director of staff development recommend the following pertaining to the 2014 High School Adoption of Instructional Materials in Mathematics:

- 1. Adopt Carnegie Learning's Bridge to Algebra, Algebra 1, Algebra 2, and Geometry for the 2014-15 school year only (one year adoption).*
 - 2. Task the staff with monitoring and evaluating the programs specified above throughout the 2014-15 school year by gathering input from teachers, students, and administrators.*
 - 3. By March 151, 2015 recommend to either consider other programs for piloting or to keep Carnegie Learning by majority vote of mathematics teachers.*
 - 4. If the recommendation is made to consider other programs, identify up to two programs to pilot during the 2015-16 school year by May 151*
- ", 2015; require all mathematics teachers to pilot program(s) equitably and make a final recommendation by majority vote to Curriculum Council for the 2016 High School. Adoption of Instructional Materials in Mathematics no later than April 1, 2016.*

Signed by:

Dr. Dmitriy Voloshin, Director of Staff Development
Mark Duncan, Mathematics Teacher, Stein High School
Perry Farrens, Mathematics Department Chair, West High School
Dean Medek, Mathematics Department Chair, Kimball High School
Richard Newton, Mathematics Department Chair, Tracy High School
Joe Raco, TEA Representative

Annette Feldman is a math teacher at West High. She has been on 2 adoption committees in the past and was one of the teachers who conducted training for Common Core. She does not want the board to adopt any materials at this time for high school math. She had to withdraw from math cadre and did not pilot the materials. She wants to gather information from the publishers for the rest of the year and then conduct a more transparent adoption process. She understands that a compromise is on the table. She feels that the compromise was driven by fear and thinks change can happen too fast.

Trustee Lewis commented that the board heard a lot of concerns at the last meeting. The administration and board took everything into

account. We asked to have the leadership of the schools to be behind the adoption. We never will get 100% approval from everyone. He feels this is a fair compromise and there is an out if it doesn't work. It may not be perfect, but he thinks it's good.

14.3 Human Resources:

14.3.1 Approval of Leadership Profile for the Superintendent Search
This item was moved up on the agenda.

Action: Lewis, Costa. **Vote:** Yes-7; No-0.
The district's consultant, Dr. Chun, presented a power point. He spent 2 days interviewing the board, staff, unions, and the community to develop the leadership profile. He then reviewed the profile which consisted of personal characteristics, professional skills and abilities and professional experience and preparation.

Board Reports:

Trustee Lewis passed. Trustee Silva attended the facilities meeting and charter meeting. Trustee Costa attended the girls' championship basketball game at Kimball High and congratulated them on their win. She hopes they did well tonight. She also congratulated the West High boys' basketball team and hopes they do well in their game tomorrow. Trustee Gouveia attended the city/schools liaison. They discussed the parking issue at Tracy High. There were many options discussed. Trustee Guzman also attended the city/schools liaison and was impressed by Jim on his report on what the district is doing to help solve issues. Hopefully, we can make things easier for neighborhood. He also attended the facilities meeting and there are a lot of discussions and decisions to make in the future. Trustee Crandall passed. Trustee Vaughn is excited that his oldest son will be going to Kimball High. They met with the counselors and were very enthusiastic. He was impressed with their warm welcome.

Superintendent Report:

Dr. Franco gave each board member a copy of a Hero project essay to read. Teacher, Sarah Rockey picked out a few essays to show the board tonight. Parent, Kim Thomassen, is working on Relay for Life and we will have an essay writing challenge for our students. Principals Jeanine Wilson and Barbara Montgomery are working on it.

Adjourn:

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

8:54 p.m.

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: February 21, 2014
SUBJECT: Receive Report on Next Generation Science Standards.

BACKGROUND: Since California's last science standards were adopted in 1998, there have been significant scientific and technological advances our students must learn to be educated for the 21st century. The Next Generation Science Standards (NGSS) are California's new science standards, adopted in November, 2013. The NGSS describe the key scientific content and practices that TUSD students must know to graduate college- and career-ready. These standards set out the performance expectations for students from kindergarten through high school; the curriculum will be decided locally. The NGSS were based on a framework for science teaching and learning developed by the National Research Council of the National Academy of Sciences. They are also aligned with the Common Core State Standards for Mathematics (CCSS-M) and the literacy standards in the Common Core State Standards for ELA and Literacy in History, Science, and Technical Subjects (CCSS-ELA). The implementation of the NGSS is expected to take place over several years.

RATIONALE: This report is being presented to increase Board and community awareness of the NGSS and the proposed timeline for aligning District curriculum and staff development with the new performance expectations for science. This Agenda item meets District Strategic Goal #1: Prepare all students for college and careers, and District Strategic Goal #6: Develop and support a high performing workforce.

FUNDING: Funding for NGSS implementation efforts will be provided by LCFF Common Core Implementation Funds.

RECOMMENDATION: Receive Report on Next Generation Science Standards.

Prepared by: Dr. Debra Schneider, Director of Instructional Media Services and Curriculum



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: February 20, 2014
SUBJECT: **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District.**

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

Kelly Elementary School:

1. Tracy Unified School District/Kelly Elementary School: From the George Kelly Elementary Parent Teacher Organization for the amount of \$1,391.90 (ck. #5549). This donation will be disbursed among the teachers's site accounts.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From the Tracy Breakfast Lions Club in the amount of \$2,300.00 (ck. #4700). This donation comes from the proceeds of a recent basketball tournament and will benefit the Girls Basketball program.
2. Tracy Unified School District/Tracy High School: From Lawrence Livermore National Laboratory in the amount of \$10,000.00 (ck. #824968). This donation is being made to their science program and will be used towards computers for Tracy High School's science computer lab.

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

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

FUNDING: Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through

the Materials Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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



BUSINESS SERVICES MEMORANDUM

TO: James Franco, Superintendent
FROM: C. Goodall, Associate Superintendent for Business Services
DATE: February 26, 2014
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

2013-2014

Date Board Approved	Vendor	Insurance Expires
SMOKING, TOBACCO PRODUCTS, ALCOHOL, DRUGS, FIREARMS OR EXPLOSIVES ARE PROHIBITED ON ANY SCHOOL DISTRICT PROPERTY. Vendors must be aware of the location of emergency exits at all times. Vendors are prohibited from applying pesticides, chemicals, or cleaning products to district facilities or grounds. FLAMES ARE PROHIBITED INDOORS ON DISTRICT PROPERTY - SEE SPECIFICS UNDER FOOD VENDOR BELOW!		
↓ ADDING THE FOLLOWING VENDORS FOR BOARD APPROVAL ↓		
	Taqueria La Mexicana - Mobile Truck Catering. Letty 610-1871, letty25045@hotmail.com	3/21/2015
	The Cupcake Lady - Cupcake catering service. Steve 417-5777, sfraga2009@hotmail.com	7/3/2014
↓ APPROVED LIST BELOW BY EXPIRATION DATE ↓		
4/12/11	LMG Attractions - DJ and Emcee, Business Audio Visual, Event Planning, Professional Sound and Audio. Dave Tillman 209-275-0226, www.lmgattractions.com	3/1/2014
9/11/12	Give Every Child A Chance , Tutor Mentoring Program, 855-0702, www.gecacracy.org	3/6/2014
9/25/2012	Central Valley Party - party rental supplies, on-site events. Archille Hubbnner - 832-8890, info@centralvalleypartyrentals.com. Www.centralvalleypartyrentals.com	3/21/2014
4/23/13	Music Systems , Disc Jockey Services, Omar Rodriguez, 640-1442, omar@music-systems.com, www.music-systems.com	3/27/2014

Approved Vendor List
2013-2014

Date Board Approved	Vendor	Insurance Expires
5/28/13	Gallo Center for the Arts , Bullying Prevention Performance, "The Bully Buster Rides Again". Raul Garcia, 338-5020, rgarcia@galloarts.org, www.galloarts.org	4/9/2014
5/28/13	Recruiting Realities - Athlete Recruitment for college (parents and coaches). Lucy Cohen - 800-242-0165, jackrenkens@earthlink.net, www.recruitingrealities.com	4/15/2014
5/14/13	Summit Solutions Consultation , Facilitator of E15 Motivational speaker, Chris Stevens, 607-9113, chris@summitsolutionsconsulting.com, www.summitsolutionsconsulting.com	4/23/2014
2/12/08	Ravioli the Clown - Denis Martinez - 835.3535, www.raviolitheclown.com	5/1/2014
4/23/13	Rick Sullivan, Lenard "The Kyd" Jacks on teenage comedian. (510) 228-7038, ugotjokes@comcast.net, www.ugotjokes.net	5/1/2014
2/12/08	Sparkles the Clown , Terry Donaldson - 835-8383, www.sparklesdelight.com	5/1/2014
9/13/11	Youth for Christ - Point Break Adolescent Resources. Violence Prevention Services. Contact Joan Stone in Prevention Services 830-3218.	5/1/2014
2/23/10	All for KIDZ, Inc. Producers of THE NED SHOW-character education program . Customercare@allforkidz.com, www.thenedshow.com 1-877-872-9696 x101	5/4/2014
9/13/11	Athletic Perfection - Cheer Routine choreography. Jennifer Moore 609-8736, jennwhip29@hotmail.com, julie@athleticperfectioncheer.com, www.athleticperfectioncheer.com	5/14/2014
8/28/07	Horizon Intertainment - Teen Truth Anti Bully JC Pohl 818 755 8800 , jc@teentruthlive.com	5/18/2014

Approved Vendor List
2013-2014

Prepared by: Cindy Everhart

Date Board Approved	Vendor	Insurance Expires
9/11/12	Camfel Productions- A Multi Media Production. Veronica Loya, 626-960-6922, veronica@camfel.com. www.camfel.com	6/1/2014
2/14/12	Sound Wave Mobile DJ - David Gomes-510-938-7903, info@soundwavemobiledj.com, www.soundwavemobiledj.com	6/1/2014
12/13/11	Main Street Music - Ken & Diana Cefalo, kencefalo@yahoo.co, dcefalo@sbcglobal.net,	6/3/2014
2/14/12	PIQE-Parent Institute for Quality Education - Teresa Guerrero, 238-9496/484-8404, tguerrero@piqe.org, www.piqe.org	6/10/2014
10/25/11	Sow A Seed Community Foundation - Rodeshia Ransome. Provide at risk youth and families with tools. 645-2012 or 510-376-3533, sowaseedcf@yahoo.com. www.sowaseedcf.org	6/10/2014
9/25/2012	SOS Entertainment - Sound, Lighting & Event Production Company. Derek Sage - 661-424-1767, info@sosentertainment.com, www.sosentertainment.com	6/25/2014
4/23/13	Child Abuse Prevention Council of San Joaquin County , Lindy Turner-Hardin, 464-4524, lturner@nochildabuse.org, www.nochildabuse.org	7/1/2014
3/8/11	Dr. Andrew Trosien, DDS. Oral Hygiene Instructions. Call Megan or Julie at 833-1240	7/1/2014
10/22/13	Barbizon Performing Arts Academy - Jamie Sorenson - 415-583-3055, jamie@barbizon.tv	7/8/2014
4/12/11	Explorit Science Center - 530-756-0191, explorit@explorit.org, www.explorit.org	7/21/2014

Approved Vendor List
2013-2014

Prepared by: Cindy Everhart

Date Board Approved	Vendor	Insurance Expires
2/11/14	SJ Micke Grove Zoological Society - Outreach program for Title 1 schools to improve science literacy. Meets State & NGSS standards. Allison Meader, 331-2138, ameador@sjgov.org, www.mgzoo.org	8/1/2014
2/14/12	CAM Counseling and More - Lettie Ordone. 640-4179, 832-1094, lordonecam@yahoo.com. Www.lordonecam.com	8/7/2014
2/26/13	Media Fusion Studios , Video Production, Nick Xanttopulos, 957-4021, nick@mediafusionstudios.com, www.mediafusionstudios.com	8/22/2014
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".	9/18/2014
10/25/11	Amos Productions -DJ Services. Nicole - 1800-693-5003 or 925-449-3847. nicole@amospro.com or info@amospro.com	9/20/2014
2/12/13	Dataworks -No Parent Left Behind Parent Program. Parents as teachers, motivations and academic performance, home environment and homework assistance. Maria Cuadra - 800-495-1550, maria@dataworks-ed.com or info@dataworks-ed.com	11/25/2014
1/28/14	The Platinum Photo Booth - Photo Booths & Event Photography. Derek Lubag 209-648-0490, info@theplatinumphotobooth.com. www.ThePlatinumPhotoBooth.com	12/1/2014
10/9/07	Mad Science - Danielle Mae Lee, danielle@madsciencesacto.com, 916-736-2924, Elena Michel elena@madsciencesacto.com (Fire & Ice Show not allowed)	12/1/2014
2/11/14	World of Wonders Science Museum (WOW) , Teaches various science topics. Beth Fox - 368-0969, beth@wowsciencemuseum.org, www.sciencemuseum.org	12/1/2014

Approved Vendor List
2013-2014

Prepared by: Cindy Everhart

Date Board Approved	Vendor	Insurance Expires
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".	1/1/2015
3/12/13	Entourage Events SF - DJ & lighting Services and Photo Booth, Derek Mizuno, 510-921-4373, booking@entourageeventssf.com. Find them on Yelp & Facebook	1/15/2015
9/13/11	California Weekly Explorer, Inc. - History Programs, Barry Hovis, 714-247-2250, barrycwe@aol.com, info@californiaweekly.com, www.californiaweekly.com	2/1/2015
2/26/13	Elite Entertainment Professional DJ Services, Photo Booth, Audio & Visual, Greg Wallace, 952-3548, elitedj@aol.com, www.elitedj4u.com	2/5/2015
11/13/07	Bureau of Lectures & Ancient Artifacts - John Tacha or Terry Lyman 800.255.0084, (FIRE SHOW OR WEAPONS NOT ALLOWED) www.assemblyline.com/index.html bureau@assemblyline.com	2/5/2015
1/25/11	Rhythm Magic - Multi-Cultural Music/Academic Program. Michael Bayard - 916-683-2575, bayard@rhythmmagic.com. www.rhythmmagic.com	3/28/2015
5/26/09	Cowboys & Kids Reach Assembly , Penny Conway, www.reachkids.com, reachme@theriver.com	Insurance not Required NO Charge, Tier 1
5/8/12	Dairy Council of CA Mobile Dairy Classroom , Leona Bettencourt, 916-263-3560 x413, ibettencourt@dairycouncilofca.org. Www.dairycouncilofca.org. Must follow Animal Policy Guidelines AR 6163.1	Insurance not Required NO Charge, Tier 1
4/28/09	District 5 Dairy Princess , 639-1715	Insurance not Required NO Charge, Tier 1

2013-2014

Date Board Approved	Vendor	Insurance Expires
5/26/09	Get Real Behind The Wheel , Safe Driving Assembly targeted at 8th, 9th & 10th graders. Ken Ucci 408-680-4881 or Tom Simpson 612-4222. www.getrealbehindthewheel.org	Insurance not Required NO Charge, Tier 1
2/10/09	JOE FOSS Institute , 480.348.0316, www.jfiweb.org	Insurance not Required NO Charge, Tier 1
10/23/07	Lawrence Hall of Science , 510-642-1700, pfsreq@berkeley.edu, www.lawrencehallofscience.org	Insurance not Required NO Charge, Tier 1
10/9/07	McDonalds Tammi Beck 916-962-1982	Insurance not Required NO Charge, Tier 1
10/9/07	NASA Karin Costa 650-604-6077	Insurance not Required NO Charge, Tier 1
10/9/07	Otto the Auto Wendy Sanchez 415-565-2676 wendy_sanchez@csaa.com	Insurance not Required NO Charge, Tier 1
10/9/07	Sandia Labs Joel Lipkan - jlipkin@comcast.net	Insurance not Required NO Charge, Tier 1
12/10/13	SJ Vector Control - Aaron Devencenzi - 982-4675, adevencenzi@sjmosquito.org	Insurance not Required NO Charge, 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	Insurance not Required NO Charge, Tier 1
<p>*Section 308.3 Open Flame. A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or E occupancies in accordance with Appendix Chapter 1, Section 105.6.</p>		
<p>Please remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property. Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and/or District fines ranging from \$250 – 1,000.</p>		

Approved Vendor List
2013-2014

Prepared by: Cindy Everhart

Date Board Approved	Vendor	Insurance Expires
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.		
↓APPROVED FOOD VENDORS↓		
11/12/12	Menchie's Frozen Yogurt , Adele Boch, 612-5285, adelebloch@yahoo.com, www.menchies.com	6/6/2014
12/8/09	Tracy Breakfast Lions Club - James Solarez - 221-8811	9/1/2014
10/23/12	Rainbow Italian Ice - Tonya or Jayson Griffith-510-491-5689, italianicegirl2012@yahoo.com or 510-591-6693. www.rainbowitalianice.com.	9/4/2014
12/8/09	Texas Roadhouse - Tim Lund, 830-1133, store_tracy@texasroadhouse.com	12/1/2014
9/25/2012	Squeeze Inn Restaurant - Food catering. Dean Davis - 833-7992 or 331-3228. www.tracy.thesqueezeinn.com	1/12/2015



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: February 24, 2014
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: Simplex Grinnell
Site: District Wide
Item: Agreement
Services: Repair and service to the sprinkler risers at all sites within the district. Repairs are based on deficiencies found during the annual inspection as required by fire code NFPA 25. Compliance helps maximize system integrity to avoid failure and ensure fast, effective response in a fire emergency.
Cost: \$49,733.00
Project Funding: General Fund-Environmental Compliance



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: February 28, 2014
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: Mr. Rooter Plumbing
Site: Tracy High School – E.B. Theater
Item: Service - Ratify
Services: Vendor provided a camera to locate cast iron piping throughout the theater.
Cost: \$779.62
Project Funding: Measure E Bond Funds

B. Vendor: Calco Fence, Inc.
Site: Monte Vista Middle School – Tracy High School Baseball Fields
Item: Proposal – Ratify
Services: Contractor to provide and install green color slats for 2” mesh 9 gage 8’ high fence and 10’ high fence in the outfield fencing of the varsity field.
Cost: \$11,950.00
Project Funding: Measure E Bond Funds



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
and Human Resources
DATE: February 28, 2014
SUBJECT: Ratify Contract with 360 Degree Therapy, Inc. for the 2013-14 School Year.

BACKGROUND: Special education students may require Language, Speech and Hearing (LSH) services as part of their Individual Education Plan (IEP). The District has not been able to hire a LSH specialist and one specialist is currently on maternity leave until April 24, 2014. In the past, the District contracted with The Speech Pathology Group, Inc. when the District needed LSH coverage. However, that agency has no speech pathologists available to cover the leave. Therefore, the Special Education Department is now contracting with 360 Degree Therapy, Inc. effective immediately. A contract was established with this company in order to provide a continuum of Language, Speech & Hearing (LSH) services to the special education students in the District. Ratification is necessary so that services specified on the IEPs can be provided in a compliant manner.

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

FUNDING: Expenses for this contract are billed at \$95.00 per hour beginning February 18, 2014 at 40 hours per week as per the remainder of the 2013-14 school year. Total contract expenses will not exceed \$53,200.00 from July 1, 2013 through June 30, 2014. Nonpublic agency expenses are budgeted in account 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Contract with 360 Degree Therapy, Inc. for the 2013-14 School Year.

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

PROFESSIONAL SERVICES AGREEMENT

By this agreement made and entered into on the 9th day of February 2014, between the Tracy Unified School District (hereinafter referred to as TracyUSD) located at 1875 W. Lowell Tracy, CA 95376 and 360 Degree Customer Inc (hereinafter referred to as Consultant) located at 4423 Fortran Drive # 114 San Jose CA 95134, in consideration of their mutual covenants, the parties hereto agree as follows:

A. DUTIES OF CONSULTANT: The Consultant shall provide the following Professional services, studies and/or reports. The Speech Therapist will also need to hold IEP meetings, complete IEPs, track and monitor all services, and attend meetings and trainings

Provide direct therapy service, recommend equipment to carry out therapy program in consultation with director, principals, teacher/school staff and parents. Continuous service unless contractor gives 45 days' notice or superintendent gives 45 days' notice to terminate or amend.

B. CONTRACT PERIOD: The Consultant's work as specified in this agreement shall commence on Date as specified in Addendum A

C. COMPENSATION For the full performance of this agreement, the TRACYUSD shall pay the Consultant as follows: Consultant's Fee :

- a. For Consultant : Name of the Consultant and Rate as Specified in Addendum A
- b. Consultants will work for 5 days (40 billable hours) per week as per school year calendar

Payment to be made as follows: Payments to be made every month within 45 days of receipt of invoice.

D. GENERAL TERMS AND CONDITIONS

1. INDEMNIFICATION:

- a.) Except with regard to professional negligence, as provided in paragraph (b) below, the Consultant shall indemnify, hold harmless and defend the (TRACYUSD) and each of its, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by TRACYUSD, the Consultant or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Consultant or any of its employees or agents in the performance of this contract. The Consultant's obligations under the preceding sentence shall apply regardless of whether the TRACYUSD or any of its, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the TRACYUSD.

- b.) Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, hold harmless, and defend the TRACYUSD, its officers, officials, employees, volunteers or agents, from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the TRACYUSD, the Consultant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by TRACYUSD, the Consultant, or any other person, to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract.
- c.) If the Consultant should subcontract all or any portion of the work to be performed under this agreement, the Consultant shall require each Sub-Consultant to indemnify, hold harmless and defend the TRACYUSD, its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.

2. NON-DISCRIMINATION No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
3. CONFLICT OF INTEREST Before executing this agreement, the Consultant shall disclose to the TRACYUSD the identities of any board member, officer, or employee of the TRACYUSD, or relatives thereof, who the Consultant knows or should know will have any financial interest resulting from this agreement.
4. LICENSE AND AUTHORITY: The Consultant will maintain all necessary licenses during the term of this agreement. If other than a natural person, Consultant is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.
5. EQUIPMENT AND FACILITIES TRACYUSD and The Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.
6. ASSIGNMENT Without the written consent of the TRACYUSD, this agreement is not assignable by the Consultant.
7. NON-SOLICITATION OF EMPLOYEES: TRACYUSD agrees to not solicit for hire employees of Contractor for a period of not less than 1 (One) year following the last date of that employee's services to TRACYUSD. After completion of 12 full billable months, TRACYUSD may hire the said employee after paying a referral fee to contractor. This fee will be agreed between TRACYUSD and the contractor.
8. SUCCESSORS AND ASSIGNS. This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
9. TIME. Time is the essence of this agreement.
10. GOVERNING LAW. The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of Washington State.
11. WITHHOLDING. The TRACYUSD shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.

2. CHANGES OR ALTERATIONS. No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of the TRACYUSD.
3. HEADINGS. All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.
14. TERMINATION. The TRACYUSD may terminate this agreement and be relieved of the payment of any consideration to the Consultant should the Consultant fail to perform under this agreement. Either party may also terminate this agreement upon 45 days' written notice to other party with or without cause. In the event of elective termination (without cause), TRACYUSD agrees to pay Consultant for work completed to date of termination.
15. AMBIGUITY. The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
16. COPYRIGHT. Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of the TRACYUSD.

VENDOR IS A CONSULTANT AND NOT AN EMPLOYEE

This agreement is not a contract of employment. At all times the Consultant shall be deemed to be an independent Consultant and is not authorized to bind the TRACYUSD to any contracts or other obligations, or to state or imply that he or she is an employee or authorized representative of the TRACYUSD, or to utilize the TRACYUSD's letterhead or logo without the prior consent of the TRACYUSD. Each of the following factors, in addition to other provisions of this Agreement, confirms the Consultant's status as an independent Consultant and not an employee. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and TRACYUSD agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

INSTRUCTIONS	The TRACYUSD shall provide job specifications and instructions.
TRAINING	The TRACYUSD would provide training and meetings that the consultant needs to attend
RIGHT TO HIRE OTHERS	The consultant (mentioned below in Addendum - A) would not be allowed to hire others to do their work.
WORK ESSENTIAL TO TRACYUSD	The consultant's work is essential to TRACYUSD in relation to them providing all of the services provided in section
TIME TO PURSUE OTHER WORK	The Consultant may pursue other work during our agreement but not if it interferes with the hours and days worked at TRACYUSD or any other provisions listed in part A.
JOB LOCATION	TRACYUSD controls the job location.
BASIS OF PAYMENT	Payment shall be by the time expended.
WORK FOR MULTIPLE FIRMS	The Consultant may work for multiple firms simultaneously.
MATERIALS, TOOLS & EQUIPMENTS	All Materials, Tools and equipment for the job shall be provided by TRACYUSD.

SERVICES AVAILABLE TO PUBLIC	The Consultant's services are available to the general public.
RIGHT TO TERMINATE	The Consultant may not be terminated except as allowed for under the agreement.
PROGRESS REPORTS	The consultant would have to make progress reports for the students which is a monitoring issue of the goals and services for the student.

UNDERSTANDING AND ACCEPTANCE OF THE PARTIES This Agreement constitutes the entire understanding of the parties. The Contract Initiator's and Consultant's signatures below signify both an understanding and acceptance of the contract provisions.

CONTRACT INITIATOR (TRACY USD Representative) CONSULTANT

Signature: [Signature]
Date Signed: 2-18-2014
Branch / Dept: Special Education
Address for Mail Order: 1875 W. Lowell
Tracy, CA 95376
Phone / Fax: Ph: 209-830-3270
E-Mail Address: jskutina@tUSD.net

Signature: [Signature]
Date Signed: 2/27/14
Title: CEO
Company Name & Address: 360 Degree Customer Inc
4423 Fortran Dr., Ste #114, San Jose, CA 95014
Phone / Fax: Ph 408-406-7253, Fx 408-719-9900
E-Mail Address: gulneesh@360customer.com

ADDENDUM – A

title: Speech Therapist
name: Daniel Domaoal
rate: \$95/hr



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: February 26, 2014
SUBJECT: **Approve Overnight Travel for the West High School Track Team to Attend the Arcadia Invitational Track Meet in Arcadia, CA on April 10-13, 2014.**

BACKGROUND: The West High School (WHS) Track Team qualified to compete at the Arcadia Invitational track meet based on their times and marks from competitions last year through March of 2014. Arcadia Invitational is one of the premier track meets in the country. College and Olympic coaches attend this meet scouting for talent to enhance their programs. As the Nation's top high school meet, this event gives Tracy Unified athletes exposure which could lead to an athletic scholarship. Coaches, TJ Williams, Frank Lozano and Theresa James will chaperone and transport 14 student athletes (7 girls and 7 boys), to the event in District vans. The team will leave West High School on April 10 and return on April 13, 2014. Students will receive homework from their teachers and be given time to complete it while on this trip. Students and chaperones will stay at the Embassy Suites in Arcadia, CA.

RATIONALE: The WHS Track Team works hard throughout the year competing at various qualifying track meets. As they compete and win, they advance to higher level competitions like the Arcadia Invitational Track Meet. The Arcadia Invitational is a prestigious national competition which is highly respected in the track and field community. The West High Track Team is extremely honored to compete at this event. This supports District Strategic Goal #1: Prepare all students for college and careers, and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: Costs are estimated at \$80 per person. The track team will host fundraising opportunities to cover the cost of their shared lodging and meals. The West High Athletic Department will pay and/or reimburse Entry fees, gas and track related expenses upon presentation of receipts for same. There will be no cost to Tracy Unified School District.

RECOMMENDATION: Approve Overnight Travel for the West High School Track Team to Attend the Arcadia Invitational Track Meet in Arcadia, CA on April 10-13, 2014.

Prepared by: Troy Brown, Principal, West High School.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: February 24, 2014
SUBJECT: Approve Overnight Travel for West High School Track Team to Attend the Oregon Relays Invitational Track Meet on April 17-20, 2014 in Eugene, Oregon.

BACKGROUND: The West High School (WHS) Track Team has qualified to compete at the Oregon Relays Invitational Track Meet held at the University of Oregon on April 17-20, 2014 in Eugene, Oregon. The West High School Track Team has been invited to participate in this prestigious event based on their times and marks from previous competitions. College and Olympic coaches attend this meet scouting for talent to enhance their programs. Attending the Oregon Relays gives Tracy Unified athletes exposure which could lead to an athletic scholarship. Coaches, T.J. Williams, Theresa James, and Frank Lozano will chaperone and transport 14 student athletes (7 girls and 7 boys), to the event in District vans. The team will leave West High School on April 17 and return on April 20, 2014. Students will receive homework from their teachers and be given time to complete it while on the trip. Students and chaperones will stay at the University of Oregon dorms. During their stay, the students will take a tour of the University of Oregon giving them exposure to a college atmosphere.

RATIONALE: The WHS track and field athletes work extremely hard throughout the year competing at various qualifying track meets. As they succeed, they qualify and receive invitations to competitions such as the Oregon Relays Invitational Track Meet. The opportunity to compete at a higher level competition will inspire them to excel as they compete against the best athletes in California. This supports District Strategic Goal #1: Prepare all students for college and careers, and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: Costs are estimated at \$150 per athlete. This includes transportation, entrance fees and lodging. The Track Team will host fundraising opportunities to cover the cost of their shared lodging and meals. The West High Athletic Department will pay and/or reimburse Entry fees, gas and track related expenses upon presentation of receipts for same. There will be no cost to the District.

RECOMMENDATION: Approve Overnight Travel for West High School Track Team To Attend the Oregon Relays Invitational Track Meet on April 17-20, 2014 in Eugene, Oregon.

Prepared by: Troy Brown, Principal, West High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: February 26, 2014
SUBJECT: Approve Overnight Lock-In for John C. Kimball High School Leadership in the Athletic Complex at John C. Kimball High School on March 14-15, 2014.

BACKGROUND: The Kimball High School (KHS) Leadership class would like to hold a Leadership Lock-In at the Kimball Athletic Complex on March 14-15, 2014. Forty-five (45) students, one (1) advisor, and four (4) District approved adults will attend this event. The event will begin at 7:00 pm on March 14, when students arrive at KHS. Supervision will be provided by the advisor and four adult chaperones. KHS Leadership has chosen to hold this event due to the unique venue and the team building opportunities afforded to the students who attend. This decision was made after KHS Leadership students realized the success of the 2012-2013 Leadership Lock-In. This event was successful in promoting student bonding, as well as leadership training that cannot be attained during the school day due to time constraints.

RATIONALE: As part of Kimball High's commitment to improving and growing student leaders, the Leadership students are excited to be a part of this opportunity to learn and grow as a leadership organization. At the same time, students will be interacting with activities and planning where they will gain insight and knowledge into activity ideas and organizational strategies for future school events. This supports District 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 District Strategic Goal #7: Develop and utilize partnerships that contribute to the achievement of District goals.

FUNDING: There will be no cost to the District or the participants. Funding will be paid through a combination of fundraising opportunities and ASB funds.

RECOMMENDATION: Approve Overnight Lock-In for Kimball High School Leadership in the Athletic Complex at Kimball High School on March 14-15, 2014.

Prepared by: Cheryl Domenichelli, Principal, John C. Kimball High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: February 28, 2014
SUBJECT: Ratify Contract with Sunbelt Staffing for the 2013-14 School Year.

BACKGROUND: Special education students may require Adapted Physical Education (APE) services as part of their individual education Plan (IEP). Due to lack of students, budget cuts and changes of assignments of APE Specialists to general education, some students have not received APE services this school year. We would like to contract with Sunbelt Staffing effective immediately, to provide 15 hours of APE services per week for special education students in the Tracy Unified School District, who have not yet received APE services. Ratification is necessary so that services specified on the IEP can be provided in a compliant manner.

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

FUNDING: Expenses for this contract are billed at \$58 per hour at 15 hours per week. Total contract expenses will not exceed \$12,180.00 from February 14, 2014 through June 30, 2014. Nonpublic agency expenses are budgeted in account 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Contract with Sunbelt Staffing for the 2013-14 School Year.

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

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

Tracy Joint Unified

whose location is

(Client Name)

875 W. Lowell

Tracy, CA, 95376

(Street Address)

(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.

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).

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 to
complete
billing
information*

Client Name: Tracy Unified School District

Billing Address: 1875 W. Lowell

City, State, Zip: Tracy, CA 95376

Attention: Special Education

Telephone: (209) 830-3270

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. **Holiday Policy.** Client agrees to pay 1.5 times the regular Bill Rate for hours worked on the following observed holidays: New Years Day Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

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. **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 Western 866-416-5203

20. **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.

21. **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.

22. **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.

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

24. **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: Colette Cox

866.299.0188

Direct Phone Number: _____

SIGNATURE BLOCK ON FOLLOWING PAGE

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 Unified School District

Client Name

Janet A. Skulina

Client Representative Signature

Janet A. Skulina

Print Name

Director of Special Education

Title

SUNBELT STAFFING, LLC

Client Representative Signature

Kim Western

Sunbelt Representative Signature

Kim Western

Print Name

Division Director

Title

Client: Tracy Unified School District

City, State: Tracy, CA

In 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

As part of our Standard Credentialing Package, Sunbelt will provide the following prior to the start of a contracted assignment.

PROFESSIONAL:

Current CV / Resume
Current Skills Checklist
References

LICENSURE

Professional License
Professional License Verification

EDUCATION:

Healthcare Precautions
Cultural Competency
Fire and Electrical Safety
HIPAA Regulations
Tuberculosis Awareness

BACKGROUND:

Criminal Background Check
GSA Exclusion Search
HHS/OIG Search
Sexual Offender Search

MEDICAL:

Hepatitis B Vaccination / Declination Form
MMR Vaccination / Declination Form
Physical Examination Waiver
10-Panel Drug Screen

Optional Credentialing

If your district requires any of the following in addition to our Standard Credentialing Package, please indicate below.

- ☒ Teaching Certificate
☐ Current CPR
☐ Education Verification
☐ Fingerprinting (other than for licensure)
 Conducted by School? ☐ YES ☒ NO
☐ Motor Vehicle Search
☐ Hepatitis B Titer
☒ TB Screening
☐ Mumps Vaccination
☐ Rubella Vaccination
☐ Rubeola Vaccination
☐ Mumps Titer
☐ Rubella Titer
☐ Rubeola Titer
☐ Varicella Titer

OTHER
Orientation Details

Will the contracted professional be permitted to attend Orientation while license is in process? ☒ YES ☐ NO

Will the contracted professional be permitted to start their assignment while license is in process? ☒ YES ☐ NO

Do you provide any orientation material prior to start date: ☐ YES ☒ NO

If Yes and Sunbelt is responsible for sending this information to the traveler, please indicate the material being provided:

1.

3.

2.

4.

JAS

SCHOOL CALENDAR REQUEST

Sunbelt Staffing is committed to ensuring that your school district is billed as accurately and efficiently as possible. In an effort to achieve this, please fax a copy of the school calendar or take a moment to complete the following calendar indicating all normally scheduled holidays or closings of the school(s) in which our healthcare professionals will be working.

School District Name: Tracy Unified School District

School Year: 2013-2014

☐ A copy of the school calendar is being attached in lieu of completing the schedule below.

Recognized School Holiday/Planning Dates:

Holidays	Specific Dates
Independence Day (July):	<u>Jul 4, 2013</u>
Labor Day (September):	<u>Sept 2</u>
Thanksgiving (November):	<u>Nov 25-29</u>
Winter Break (December-January):	<u>Dec 23-Jan 3, 2014</u>
Martin Luther King, Jr. Day (January):	<u>Jan 20, 2014</u>
President's Day (February):	<u>Feb 10, Feb. 17</u>
Spring Break (March-April):	<u>April 18-25</u>
Memorial Day (May):	<u>May 26</u>

Planning Days		
Please list dates that Contracted	<u>March 3,</u>	<u>May 2</u>
Employees are <i>not</i> required to work.	<u>March 3</u>	<u>May 2</u>
	<u>Mach 3</u>	<u>May 2</u>
	<u>March 3</u>	<u>May 2</u>
	<u>March 3</u>	<u>May 2</u>
	<u>March 3</u>	<u>May 30</u>

Client Name: _____

1. **Hourly Rates**

Category	Regular Hours	
Speech Language Pathologist	\$ 68.00-78.00	per hour
Physical and/or Occupational Therapist	\$ 68.00-78.00	per hour
SLPA, PTA and/or COTA	\$ 58.00-68.00	per hour
CFY	\$ 65.00-75.00	per hour
School Nurse – RN/LPN	\$ 56.00-76.00	per hour
Psychologist	\$ 70.00-80.00	per hour
Behavior Specialist	\$ 60.00-70.00	per hour
Guidance Counselor	\$ 56.00-76.00	per hour
Social Worker	\$ 56.00-76.00	per hour
Special Education Teacher	\$ 56.00-76.00	per hour
Life Skills Teacher	\$ 56.00-76.00	per hour
Sign Language Interpreter	\$ 56.00-76.00	per hour
Visually Impaired Teacher	\$ 60.00-70.00	per hour
Adaptive Physical Education Teacher	\$ 56.00-76.00	per hour
Orientation and Mobility Specialist	\$ 60.00-70.00	per hour
Music Therapist	\$ 56.00-76.00	per hour
Other: <u>Voco Vision</u>	\$ 70.00-90.00	per hour
Other: _____	\$	per hour
Substitute for any discipline provided	\$ 15.00 per hour additional to rate quoted	

2. Rates will increase by a minimum of \$4.00/hour for each consecutive assignment.

3. **Overtime** All hours worked over forty (40) hours in a one-week work period will be billed at one and one-half times the regular bill rate. Work week is defined as Sunday thru Saturday.4. **Mileage** If assignment involves providing services at more than one facility, travel time between facilities will be billed at the regular hourly rate. Mileage between facilities will be billed at the currently acceptable IRS reimbursement rate.JAS

Client initial

KW

Sunbelt initial

Signature: Kelsey White

Email: kelsey.white@sunbeltstaffing.com



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: February 28, 2014
SUBJECT: **Ratify Agreement for Special Contract Services for One Additional Class with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Merrill F. West High School During the 2013 – 2014 School Year.**

BACKGROUND: Parent Institute for Quality Education (PIQE) is an organization committed to connecting families, schools, and community as partners to advance the education of every child through parent engagement. Their vision is to create a community in which parents and educators collaborate to transform every child's educational environment, both at home and at school, so that all children can achieve their greatest academic potential. This contract service was authorized at a previous Board meeting. The overwhelming number of parents (145) that have decided to be involved in West High's PIQE program necessitates four classes instead of the two classes previously approved by the Board of Education on November 12, 2013. PIQE will pay for the third class through a grant; however, West High must pay for the fourth class. Ratification is necessary so that Parent Institute for Quality Education (PIQE) can provide a continuum of services to West High parents.

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically-diverse parents of K–12 school children to take a participatory role in their children's education. Providing PIQE at Merrill F. West High School will support site efforts to 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. This supports District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: The District shall pay \$2,000 for the fourth class, running concurrently with three other classes, not to exceed a total of \$2,000. The cost of this class will be paid out of EIA designated funds.

RECOMMENDATION: Ratify Agreement for Special Contract Services for One Additional Class with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Merrill F. West High School During the 2013 – 2014 School Year.

Prepared by: Troy Brown, Principal of Merrill F. West High School

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide an additional class for Parent Training Course for the parents of the students enrolled at Merrill F. West High School. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.
2. Contractor will provide the ~~above~~ services(s), as outlined in Paragraph 1, for a period of up to a total of HOURS/DAY(s) 9 (circle one), under the terms of this agreement at the following location: Merrill F. 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 \$ 2,000 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 2,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [☐] SHALL; ~~[☒] SHALL NOT~~ reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a [☐] MONTHLY PROGRESS BASIS, [☒] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on February 18, 2014, and shall terminate on April 15, 2014
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, Troy Brown at (209) 830-3370 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.

tractor 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.

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.

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.

0. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

AGREED:

Consultant Signature (1)

Social Security Number (2)/Tax ID #

Date

Title

Address & Phone #

Tracy Unified School District

Date

Title

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: February 20, 2014
SUBJECT: Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Continued Mental Health Services for Students at North Elementary School for the Remainder of the 2013-2014 School Year.

BACKGROUND: At the June 25, 2013 Board Meeting, the Board of Education approved contracted services with Valley Community Counseling Services in the amount of \$15,000 for the 2013/2014 school year. Services have been professional, consistent and invaluable for the students and families. Currently 19 students are seen by the therapist who is on campus once a week and 40 students are seen by the counselor who is on campus twice a week. Services have included crisis intervention, onsite counseling, off-site referrals and other services, as needed.

RATIONALE: Currently, Valley Community Counseling Services provides a professional therapist on Mondays for 5 hours and a professional counselor on Tuesdays and Thursdays for 5 hours each day. Thus far, the demand this year for mental health services has been overwhelming. These professionals provide support to identified students in crisis. Thus far in the current school year, over 40 students have been referred for mental health services. The initial funding budgeted for the 2013/14 school year will run out in February, leaving students and families without the support of a professional mental health therapist and counselor. It is imperative that these professional services continue until the end of the school year as North School has neither the personnel nor training to provide the type of professional assistance required for students in need. This supports District Strategic Goal #1: Prepare all students for college and careers, District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: Total cost not to exceed \$7,500. Costs to be paid from site Title I funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Continued Mental Health Services for Students at North Elementary School for the Remainder of the 2013-2014 School Year.

Prepared by: Frederick A. Medina, Principal, North Elementary School

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 Valley Community Counseling Services, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties:

Provide mental health services for students

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of \$7500.00 () [] HOURS [] DAY(s), under the terms of this agreement at the following location North

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

a. District shall pay \$7,500.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$7,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on March 12, 2014, and shall terminate on May 30, 2014.

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

6. Contractor shall contact the District's designee, Frederick Medina at (209) 830-3350 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, 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:

For David Love
Sheshthuland, Fiscal Director
Consultant Signature (1)

94-2468972
Social Security Number (2)

Fiscal Director
Title

6707 Embarcadero Drive
Address
Stockton, CA 95219

Tracy Unified School District

Date
EIA 01-7090-0-1110-1000-5800-340-3502

Account Number to be Charged:

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
& Human Resources
DATE: February 26, 2014
SUBJECT: **Approve Overnight Travel for Kimball High School (KHS) Advanced Drama Class and Cast of The Music Man to attend the Disneyland Resort in Anaheim, CA for Performing Arts Professional Development from April 4-6, 2014.**

BACKGROUND: The Kimball High School (KHS) Advanced Drama Class and cast of the Music Man would like to attend the Disneyland Resort in Anaheim, CA to train and learn from cast members in the performing arts on April 4-6, 2014. Thirty (30) students and five (5) advisors will attend this event. They will travel to Anaheim, CA on the morning of Friday, April 4 and return home on Sunday, April 6. The students will be transported to the event by parent volunteers in private vehicles; all drivers will meet the District requirements for transporting students prior to event. Supervision will be provided by the drama teachers, as well as District approved parents. They will stay at the Anaheim Plaza Hotel in Anaheim, CA. KHS drama students have chosen to attend this event due to the unique venue and the team building opportunities afforded to the students who attend through their interactions with cast members and performers at Disneyland. This decision was made after learning of performing arts and student opportunities at Disneyland.

RATIONALE: As part of Kimball's commitment to improving and growing as performers, the staff and students are excited to be a part of this opportunity to learn from a nationally recognized entertainment organization, Disney. Additionally, KHS drama students and advisors will be able to network with cast members at Disney as they share ideas and learn what professional performers do as a part of their career. This meets District 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 District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: There will be no cost to the District. The total cost per participant will be \$290.00, which includes training materials, park entrance, and transportation. Funding for this trip will be paid through a combination of fundraising opportunities and personal funding for the participants electing to participate in this event.

RECOMMENDATION: Approve Overnight Travel for Kimball High School (KHS) Advanced Drama Class and Cast of The Music Man to attend the Disneyland Resort in Anaheim, CA for Performing Arts Professional Development from April 4-6, 2014.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: February 28, 2014
SUBJECT: **Approve Overnight Travel for Two John C. Kimball High School Key Club Members to Attend the 2014 Key Club District Convention in Sacramento, CA on April 11-13, 2014.**

BACKGROUND: Two John C. Kimball High School (KHS) Key Club members have been invited to attend the 2014 Key Club District Convention (DCON) in Sacramento, CA on April 11-13, 2014. These Key Club members will attend the Convention as members of the state Key Club organization. They will travel with the Key Club members from West High School and be chaperoned by Kiwanis Advisor's Mr. and Mrs. Montalbo and West High Key Club Advisor, Mr. Robert Coulson. The 2014 Key Club District Convention is designed to instruct students in leadership protocols, recruitment, and other skills necessary to run a club, successfully. These students will not only have an opportunity to network, participate in the electoral process and vote for new national officers, they will also have an opportunity to interact and exchange ideas with Key Club members from other schools. The students will be transported to the event by Mr. Montalbo and Mr. Coulson via private vehicles, after securing the necessary permissions from parent/guardians. Students will leave on Friday, April 11, after 3:00pm and return on Sunday evening; missing no class time. The students and advisors will stay at the Sheraton Hotel near the Sacramento Convention Center.

RATIONALE: Attending the 2014 Key Club District Convention will give these students a great opportunity to be trained as new division officers. It will also give them a chance to represent the local Key Club Division, demonstrating their leadership abilities. Participation will help build confidence and leadership skills, as well as expose officers to a business environment. This meets District 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; District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: There will be no cost to the District. The total cost per member will be \$343.00, which includes entry fees, transportation, lodging and meals. The funding for this trip will be paid by the Key Club, parent support and donations.

RECOMMENDATION: Approve Overnight Travel for Two John C. Kimball High School Key Club Members to Attend the 2014 Key Club District Convention in Sacramento, CA on April 11-13, 2014.

Prepared by: Cheryl Domenichelli, Principal, John C. Kimball High School



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: February 28, 2014
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Andrade, Louisa School Supervision Assist.	Kelly	02/28/14	Personal
De La Torre, Lydia Utility Person III	Maint./ Transport.	02/18/14	Accepted a Utility Person II position at Central School
Delgado, Lilvelia Special Ed Para Ed I	McKinley	02/24/14	Personal
Pahulu, Sandra Bilingual Para Ed I	Bohn	03/08/14	Personal
Rodriguez, Soledad Food Service Worker	S/WP	02/28/14	Personal

BACKGROUND:

CLASSIFIED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Crivello, Patty Clerk Typist II	DEC/Student Services	08/09/14

BACKGROUND:**CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Weiss, Jessica Social Science/Film/Video Production	KHS	5/30/14	Personal

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

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



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: February 28, 2014
SUBJECT: **Approve Classified, Certificated, and/or Management Employment**

BACKGROUND:

De La Torre, Lydia

CLASSIFIED

Utility Person II (Replacement)
*Filled by current TUSD employee
Central Elementary School
Range 35, Step E - \$19.47 per hour
8 hours per day
Funding: General Fund

Duarte, Nicole

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

Ivaschenko, Anita

Clerk Typist II (Replacement)
DEC/Special Education Department
Range 27, Step B - \$14.04 per hour
8 hours per day
Funding: Special Education

Ledezma, Lori

Special Education Para Ed I (New)
Tracy Learning Center
Range 24, Step C - \$13.73 per hour
6 hours per day
Funding: Special Education

Ratna, Deepa “Dee”

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

Vera, Elizabeth

Para Educator I (New)
Jacobson Elementary School
Range 24, Step A - \$12.51 per hour
3 hours per day
Funding: IASA Title I – 50% and EIA – 50%

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 25, 2014
SUBJECT: Approve Agreement for Special Contract Services with Alegre Home Care
and Staffing to Provide Nurses for Needed Nursing Services

BACKGROUND: On September 24, 2013, Arcadia Home Care and Staffing was approved by the Board of Trustees to provide additional nursing service in order to continue required and necessary services to students for students. Arcadia Home Care and Staffing is changing its staffing management to Alegre Home Care Staffing.

RATIONALE: The District needs to continue to utilize the services of RN's and LVN's to continue to provide services for students. This agenda item meets Strategic Goals #5: Develop and support a high performing workforce.

FUNDING: The costs for these services are between \$40.00 and \$58.00 per hour. These are the total costs paid to the agency. The contract is not to exceed \$650,000 for the 2013/2014 school year. Funds to cover the cost of these nursing services will be provided from MAA funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Alegre Home Care Staffing to Provide Nurses for Needed Nursing Services.

Prepared by: Cindy Edmiston, Coordinator of Health Services

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 Alegre Home Care and Staffing, dba @ Alegre Home Care and Staffing, 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:

Perform catheterizations, manage diabetics, provide 1-on-1 LVN/RN services, and perform other nursing duties as required.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 8 () ☒ HOURS ☒ DAY(s), under the terms of this agreement at the following location Health Service

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule: LVN = 40, 1-on-1 LVN = 40, RN = 54, RN with BSN = 58

a. District shall pay \$40, \$54, \$58 per ☒ HOUR ☐ DAY ☐ FLAT RATE, not to exceed a total of \$650,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

b. District ☐ SHALL; ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.

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

4. The terms of the agreement shall commence on March 12, 2014, and shall terminate on September 5, 2014.

5. This agreement may be terminated at any time during the term by either party upon one (1) days written notice.

6. Contractor shall contact the District's designee, Cindy Edmiston at (209) 830-3241 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

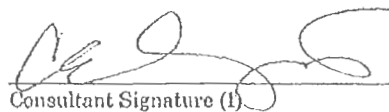
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused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

 Charles E. Symes
Consultant Signature (1)

46-4825783

Social Security Number (2)

President

Title

1375 Sutter Street #110

Address

San Francisco, CA 94109

Tracy Unified School District

Date

Account Number to be Charged:

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



ALEGINC-01

JOSCH1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2014

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 License # 0564249
Heffernan Insurance Brokers
P.O. Box 5608
Walnut Creek, CA 94596

CONTACT

NAME:

PHONE (A/C, No, Ext): 1 (925) 934-8500 52593

FAX (A/C, No): 1 (925) 934-8278

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : American Alternative Insurance

19720G

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

AlegreCare, Inc.
1375 Sutter Street #110
San Francisco, CA 94109

COVERAGES

CERTIFICATE NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	BINDER	3/8/2014	3/8/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 50,000
	<input checked="" type="checkbox"/> Prof Liability					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Sexual Abuse					GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					Prof Liability \$ Included
A	AUTOMOBILE LIABILITY		BINDER	3/8/2014	3/8/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					\$
A	UMBRELLA LIAB		BINDER	3/8/2014	3/8/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	BINDER	3/8/2014	3/8/2015	E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Crime		BINDER	3/8/2014	3/8/2015	Employee Theft 25,000

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

Tracy Unified School District, its officers, officials, employees, agents and volunteers are included as additional insured, but only to the extent of the liability arising out of the operations of AlegreCare, Inc. while providing services for Tracy Unified School District.

CERTIFICATE HOLDER

CANCELLATION

Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: February 25, 2014
SUBJECT: **Certify Corrective Actions to the 2012-13 Findings**

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 2012-13 Findings.

Prepared by: Reed Call, Director, Finance



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: March 3, 2014
SUBJECT: Certify 2013-2014 Fiscal Year Second Interim Report

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

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

In addition to the AB1200 oversight responsibilities generated in 1992, additional oversight responsibilities were added in 2004 with AB2756 requiring the San Joaquin County Office of Education and the Tracy Unified School District board review the assumptions supporting the multiple year projections. These two levels of review are included with the Second Interim Report document.

In addition to reporting requirements in place in past years, Education Code section 42238 has enacted a new set of funding mechanisms, and Education Code section 52060 enacted additional reporting requirements under the title of the Local Control and Accountability Plan (LCAP), which requires that each school district adopt a LCAP using a template adopted by the state school board. Such a plan shall include, for the school district and each school within the school district, a description of the goals for all pupils and for targeted at-risk pupils, to be achieved for each of eight priorities established by the state in addition to local priorities established by the school board. This plan, which is not yet completed or adopted, will guide budget development for the 2014-15 school year and beyond. Therefore, multi-year expenditures presented in the proposed Second Interim Report are based almost exclusively on assumptions from prior years,

and do not include expenditures for priorities that may evolve from the prescribed LCAP planning process.

In addition, labor negotiations have not been completed for the teacher bargaining group for the 2012-13 or 2013-14 school years . In addition, it should be noted that the district has been experiencing declining enrollment of approximately 50 to 100 students per year, but anticipates losing an additional significantly more students beginning in the 2014-15 school year as Mountain House High School absorbs students from Kimball High School.

Based on current assumptions, the Second Interim Report confirms a positive review in which the district will be able to meet current obligations for the current and two subsequent fiscal years.

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

RECOMMENDATION: Certify 2013-2014 Fiscal Year Second Interim Report.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent, Business Services
DATE: March 7, 2014
SUBJECT: Consider Claim No. 01-1314 TUSD

BACKGROUND: On January 31, 2014, a claim was received by the Tracy Unified School District in which the claimant stated that a loss occurred on January 31, 2014. The District's insurance providers reviewed the subsequent claim and determined:

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

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

The total amount of the claim is not indicated.

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

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

RECOMMENDATIONS: Reject Claim No. 01-1314 TUSD.

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