

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, SEPTEMBER 10, 2013

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

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

A G E N D A

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|---|----------------|
| 1. Call to Order | Pg. No. |
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| 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/#1, 2 | |
| 3.1.2 PE Exemption – THS #10213618; THS #10322002; WHS #10208377 | |
| Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.1.3 Application for Reinstatement #13-14/#1, 2, 3, 4, 5, 6, 7, 8, 9 | |
| Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
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| 3.2 Human Resources | |
| 3.2.1 Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-184, Pursuant to Article XXIII | |
| Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.2.2 Consider Public Employee/Employment/Discipline/Dismissal/Release | |
| Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.2.3 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 | |

6. **Closed Session Issues:** Pg. No.
- 6a Finding of Fact #13-14/#1, 2
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __.
- 6b Report Out of Action Taken on PE Exemption – THS #10213618; THS #10322002; WHS #10208377
Action: **Vote:** Yes __; No __; Absent __; Abstain __.
- 6c Report Out of Action Taken on Application for Reinstatement #13-14/#1, 2, 3, 4, 5, 6, 7, 8, 9
Action: **Vote:** Yes __; No __; Absent __; Abstain __.
- 6d Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-184, Pursuant to Article XXIII
Action: **Vote:** Yes __; No __; Absent __; Abstain __.
7. **Approve Regular Minutes of August 27, 2013.** 1-5
Action: Motion__ ; Second __. **Vote:** Yes __; No __; Absent __; Abstain __.
8. **Student Representative Reports:** None
9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
9.1 Kelly School Update
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.
12. **PUBLIC HEARING:** None.
12.1 **Administrative & Business Services:** None.
12.2 **Educational Services:**
12.2.1 Receive Public Comments on the Preliminary Environmental Assessment (PEA) for Parcel 3, Kimball High School 6
13. **Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items. **Action:** Motion__; Second__. **Vote:** Yes __; No __; Absent __; Abstain__.
- 13.1 **Administrative & Business Services**
13.1.1 Approve Accounts Payable Warrants (July-June, 2012-2013) 7
(Separate Cover Item)

Pg. No.
8-9

- 13.1.2 Accept the generous donations from the various individuals, businesses, and school site parent teacher associations listed herein with thanks and appreciation from the staff and students of the Tracy Unified School District
- 13.1.3 Approve Assembly, Service, Business and Food Vendors
- 13.1.4 Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.5 Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.6 Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.7 Approve Payroll Reports (July-June 2012-2013)
(Separate Cover Item)
- 13.1.8 Approve Revolving Cash Fund Reports (July-June, 2012-2013)
(Separate Cover Item)

10-17
18-20

21-22

23-25

26

27

13.2 Educational Services

- 13.2.1 Approve Agreement for Special Contract Services with Nancy Fetzer to Provide Five Full Days of Coaching in Reading and Writing Strategies to Jacobson, Villalovoz, and McKinley Elementary School Teachers, at Jacobson Elementary School on January 27-31, 2014
- 13.2.2 Ratify Agreement for Special Contract Services Between DataWORKS and Monte Vista Middle School to Provide Professional Staff Development Services in the Areas of Explicit Direct Instruction, Lesson Design and Coaching throughout the 2013-2014 School Year

28-31

32-35

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 Ratify Agreement for Special Contract Services for Assistant Volleyball Coach David Daily for the 2013 Fall Season
- 13.3.4 Approve the Hire of AVID College Tutors for the 2013-2014 School Year

36-37

38-39

40-42

43-57

14. Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.

14.1 Administrative & Business Services

- 14.1.1 Adopt Resolution #13-08, Recertifying the Appropriation “Gann” Limits for the 2012/13 School Year for Tracy Joint Unified School District

58-59c

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent ___; Abstain__.

- 14.1.2 Adopt Revised Board Policy and Administrative Regulation 1330.1 Facility Use
(Separate Cover Item)

60

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent ___; Abstain__.

	Pg. No.
14.1.3 Authorize the Approval of an Agreement with the City of Tracy for Funding related to the DARE Program	61-64
Action: Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
14.1.4 Adopt Resolution #13-09, Recertifying the Appropriation Limits for the 2013/14 School Year for Tracy Unified School District	65-66
Action: Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
14.1.5 Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment through Direct Sale to Vendor in Lieu of Disposal Expenses.	67-70
Action: Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
14.1.6 Adopt Revised Board Policy 7215 (a) and Adopt Revised Citizens' Bond Oversight Committee Bylaws, to Allow Bond Oversight Committee Members to Serve Three Consecutive Two Year Terms (First Reading)	71-98
Action: Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
14.1.7 Resolution 13-10 defines, authorizes, includes, and appoints as agents, delegates, empowers, and authorizes certain employees of the Tracy Unified School District to sign orders, payroll, payments to vendors, and other official documents on its behalf	99-102
Action: Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
14.1.8 Approve the Unaudited Statement of Receipts and Expenditures for the 2012-2013 Fiscal Year (Separate Cover Item)	103
Action: Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
14.2 Educational Services:	
14.2.1 Adopt Revised Board Policy 5116.1, Intra-District Open Enrollment (Second Reading)	104-108
Action: Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
14.2.2 Acknowledge Revised Administrative Regulation 5116.1, Intra-District Open Enrollment (Second Reading)	109-123
Action: Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
14.2.3 Adopt Board Policy 5117, Interdistrict Attendance (Second Reading)	124-126
Action: Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
14.2.4 Acknowledge Administrative Regulation 5117, Interdistrict Attendance (Second Reading)	127-133
Action: Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
14.2.5 Adopt Board Policy 6164.6, Identification and Education under Section 504 (Second Reading)	134-136
Action: Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
14.2.6 Acknowledge Revised Administrative Regulation 6164.6, Identification and Education under Section 504 (Second Reading)	137-144
Action: Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
14.2.7 Adopt Resolution No. 13-06 Approving the Application Authorizing the District to Enter into a Yearly Contract with the State for a Child Development Program for the 2013-2014 School Year and to Authorize Designated Personnel to Sign Contract Documents	145-159
Action: Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	

	Pg. No.
14.2.8 Adopt Board Policy 5118, Open Enrollment Act Transfers (Second Reading)	160-164
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.2.9 Acknowledge Administrative Regulation 5118, Open Enrollment Act Transfers (Second Reading)	165-170
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.2.10 Adopt Revised Board Policy 6158, Independent Study (Second Reading)	171-185
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.2.11 Acknowledge Revised Administrative Regulation 6158, Independent Study (Second Reading)	186-199
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** September 24, 2013
- 17.2** October 8, 2013
- 17.3** October 22, 2013
- 17.4** November 12, 2013
- 17.5** December 10, 2013

18. Upcoming Events:

- | | |
|---|-------------------------------------|
| 18.1 November 11, 2013 | No School, Veterans’ Day |
| 18.2 November 25-29, 2013 | No School, Thanksgiving Week |
| 18.3 December 23 – January 3, 2014 | No School, Winter Break |
| 18.4 January 20, 2014 | No School, MLK Day |

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, August 27, 2013**

- 5:30 PM:** President Silva called the meeting to order and adjourned to closed session.
- Roll Call:** Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, G. Silva, J. Vaughn
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry
- 7:10 PM** President Silva called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** **6a** Request for Diploma #1016776
Vote: Granted. Yes-7; No-0.
6b Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee UCL-182, Pursuant to Article XXIII
Vote: Denied. Yes-7; No-0.
6c Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee UCL-183, Pursuant to Article XXIII
Vote: Denied. Yes-7; No-0.
- Employees Present:** C. Minter, J. Cardoza, J. Anderson, D. Voloshin, T. Christensen, L. Dopp, D. Medek, C. Washington, P. Hall, B. Carter
- Press:** Denise Rizzo
- Visitors Present:** G. Leal, M. Leal
- Minutes:** Approve Regular Minutes of August 13, 2013.
Action: Guzman, Vaughn. **Vote:** Yes-6; No-0; Abstain-1(Lewis)
- Student Rep Reports:** None.
- Recognition & Presentations:** **9.1** Bohn Elementary School Update
9.2 McKinley Elementary School Update
- Principals, Tammy Christensen and Carla Washington, presented a power point together for Bohn and Mckinley Schools. Last year they started presenting information to their PTO, School Site Council, EL Advisory Committee and in their newsletters. They covered rigor, relevance and framework. They reviewed the transition process including training for teachers with an overview of the CDE Website to review standards and link information to common core information.
- This year they are having information sessions for their parents and will again provide

information to their parent groups through PTO, ELAC, SSC meetings, newsletters and links on school websites and Facebook pages.

Their goal is to provide parents with background knowledge of common core standards and enable be them to support their students. Students at both sites were pilot test sites for smarter balanced. They trained students on how to use the system; types of questions they could expect and teachers prepared them about what this change means. Both sites used Nancy Fetzer. Bohn will use project based units of instruction using Nancy Fetzer strategies. Mckinley teachers use standard based strategies. Last April the buy-back day focused on California state standards and where they are going with the common core and sample activities.

McKinley worked on professional development with other schools which included a workshop on project moving forward, curriculum alignment content and format; and flexible grouping based on standards that need to be re-taught. Bohn teachers worked with Nancy Fetzer for training on strategies planning. Teachers also had a math cadre presentation in depth review of math standards. Their goals for teachers are to provide materials and resources; facilitate teacher discussion, collaboration and reflection.

Hearing of Delegations:

TEA President, John Anderson, commented that the board should keep in mind while they are planning expenditures for 13-14 budget, teachers need great financial relief as they haven't had a raise in 5 years. He realizes that formal negotiations are coming up.

Information & Discussion Items:

11.1 Administrative & Business Services: None.

11.2 Educational Services:

11.2.1 Receive Report on Proposed Adoption of Mathematics Instructional Materials

Director of Staff Development, Dmitriy Voloshin and Math Department Chair at Kimball High, Dean Medek, presented a power point proposal of adoption of mathematics instructional materials. They reviewed the common core math timeline. The new standards are very different. The programs we have now are not aligned to common core. The proposed adoption timeline starts tonight with this report and they hope to have board recommendation by May of 2014, so that it can be implemented in the 2014-15 school year.

Dean Medek commented that our district needs to change the way we teach math. The new standards are a significant change. Some teachers will have to relearn many concepts before they can teach them to their students. Without the adoption, we would be asking teachers to teach new concepts without resources. The Algebra 2 changes are just as big. Many books are so old they are falling apart. They will have to be replaced one way or another. If we had tablets, we could get all our needs with one device instead of lugging around several heavy textbooks. Students appreciate these resources. There is a divide of students from those who have access and those who don't. The next adoption should be an electronic one. Tailoring assignments for their needs would be much simpler. The formative assessments are currently based on 1997 standards and will be

obsolete after this year.

- Public Hearing:**
- 12.1 **Public Hearing:**
 - 12.1.1 Open Public Hearing and Receive Comments on the School Facilities Needs Analysis and Adoption of Alternative Developer Fees Pursuant to Government Code Section 65995.6 (d)
- Opened public hearing at 8:03 p.m.
No comments were made.
Closed public hearing at 8:04 p.m.
- Consent Items:**
- Action:** Lewis, Gouveia. 13.3.4 amended Vote: Yes-7; No-0.
 - 13.1 **Administrative & Business Services:**
 - 13.1.1 Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
 - 13.1.2 Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
 - 13.2 **Educational Services:**
 - 13.2.1 Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2013-2014 School Year
 - 13.2.2 Approve Agreement for Special Contract Services with San Joaquin County Office of Education, Artist-in-Residence Program at Central School for the 2013 – 2014 School Year
 - 13.2.3 Approve Master Contract with Options in Education, NPS for the 2013-2014 School Year (Separate Cover Item)
 - 13.2.4 Approve Agreement for Special Contract Services with Soul Shoppe and Tracy Unified School District (Louis Bohn Elementary School) to Provide a One Day Assembly and Workshop Sessions for Students on October 16, 2013, a One Day Teacher In-service Training on October 14, 2013, and a One Day Parent Training on November 5, 2013
 - 13.2.5 Approve Agreement for Special Contract Services with Soul Shoppe to Provide Services for Students, Staff and Parents at Villalovoz for the 2013 – 2014 School Year
 - 13.2.6 Approve Agreement for Special Contract Services with Counseling and More (CAM) to work with EL Students at Williams Middle School for the 2013 – 2014 School Year
 - 13.2.7 Ratify Contract with Cheryl Markowitz of Psychology, Learning and You (PLAY) for Autism Consultation
 - 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 with @Work Medical Services to Provide Nurses for Needed Nursing Services
 - 13.3.4 Ratify Agreement for Special Contract Services for Assistant Varsity Football Coach Randy Nunez for the 2013-2014 Fall Season at Tracy High School
 - 13.3.5 Ratify Agreement for Special Contract Services for Assistant Football

Coach Katia Ransom at Kimball High School for the 2013 Fall Season

Action Items:

- 14.1 Administrative & Business Services:** None.
- 14.1.1** Adopt Resolution No. 13-04 Approving a School Facilities Needs Analysis, Adopting Alternative School Facility Fees in Compliance with Government Code Sections 65995.5, 65995.6 and 65995.7 and Making Related Findings and Determinations
Action: Lewis, Gouveia. **Vote:** Yes-7; No-0.
- 14.1.2** Ratify Resolution 13-05 of the Tracy Unified School District Board of Trustees Approving Submittal of Application(s) for all CalRecycle Grants for which the Art Freiler School is Eligible
Action: Gouveia, Guzman. **Vote:** Yes-7; No-0.
- 14.2 Educational Services:**
- 14.2.1** Acknowledge Revised Administrative Regulation 5116.1, Intra-District Open Enrollment (First Reading)
Action: Crandall, Vaughn. **Vote:** Yes-7; No-0.
- 14.2.2** Adopt Revised Board Policy 5116.1, Intra-District Open Enrollment (First Reading)
Action: Crandall, Vaughn. **Vote:** Yes-7; No-0.
- 14.2.3** Acknowledge Administrative Regulation 5117, Interdistrict Attendance (First Reading)
Action: Vaughn, Guzman. **Vote:** Yes-7; No-0.
- 14.2.4** Adopt Board Policy 5117, Interdistrict Attendance (First Reading)
Action: Gouveia, Guzman. **Vote:** Yes-7; No-0.
- 14.2.5** Acknowledge Administrative Regulation 5118, Open Enrollment Act Transfers (First Reading)
Action: Crandall, Vaughn. **Vote:** Yes-7; No-0.
- 14.2.6** Adopt Board Policy 5118, Open Enrollment Act Transfers (First Reading)
Action: Vaughn, Gouveia. **Vote:** Yes-7; No-0.
- 14.2.7** Acknowledge Revised Administrative Regulation 6158, Independent Study (First Reading)
Action: Gouveia, Vaughn. **Vote:** Yes-7; No-0.
- 14.2.8** Adopt Revised Board Policy 6158, Independent Study (First Reading)
Action: Guzman, Gouveia. **Vote:** Yes-7; No-0.
- 14.2.9** Acknowledge Revised Administrative Regulation 5111.2, Nonresident Foreign Students (Second Reading)
Action: Crandall, Vaughn. **Vote:** Yes-7; No-0.
- 14.2.10** Acknowledge Administrative Regulation 5125.1 Release of Directory Information (Second Reading)
Action: Crandall, Gouveia. **Vote:** Yes-7; No-0.
- 14.2.11** Adopt Revised Board Policy 5125.1 Release of Directory Information (Second Reading)
Action: Vaughn, Crandall. **Vote:** Yes-7; No-0.
- 14.2.12** Acknowledge Administrative Regulation 5132, Dress Code (Second Reading)
Action: Guzman, Gouveia. **Vote:** Yes-7; No-0.
- 14.2.13** Adopt Board Policy 5132, Dress Code (Second Reading)
Action: Lewis, Guzman. **Vote:** Yes-7; No-0.

- 14.2.14** Acknowledge Administration Regulation 5141.4 Child Abuse Prevention and Reporting (Second Reading)
Action: Crandall, Guzman. **Vote:** Yes-7; No-0.
- 14.2.15** Adopt Board Policy 5141.4 Child Abuse Prevention and Reporting (Second Reading)
Action: Crandall, Gouveia. **Vote:** Yes-7; No-0.
- 14.2.16** Acknowledge Administration Regulation 5144 Discipline (Second Reading)
Action: Guzman, Gouveia. **Vote:** Yes-7; No-0.
- 14.2.17** Adopt Board Policy 5144 Discipline (Second Reading)
Action: Guzman, Vaughn. **Vote:** Yes-7; No-0.
- 14.2.18** Adopt Board Policy 5145.3 Non-Discrimination/Harassment (Second Reading)
Action: Gouveia, Guzman. **Vote:** Yes-7; No-0.
- 14.2.19** Acknowledge Revised Administrative Regulation 6145.6, International Exchange (Second Reading)
Action: Crandall, Lewis. **Vote:** Yes-7; No-0.
- 14.2.20** Adopt Revised Board Policy 6145.6, International Exchange (Second Reading)
Action: Crandall, Gouveia. **Vote:** Yes-7; No-0.

Board Reports:

Trustee Lewis will be traveling for work and will miss the September 10th meeting. Trustee Costa wished good luck to high school football teams with first game this Friday night. Trustee Gouveia will be at the dedication of the stadium at Tracy High. The Lions Club will provide a good meal. Trustee Guzman commented that he attended the facilities committee meeting and appreciates the work done by Bonny and staff. Tracy High is ready for the fall season and will have kick off this Friday. He's heard good things about the track and stadium. They will be finishing up the baseball fields at Monte Vista and starting the Sophomore field. There's been a lot of work done at Monte Vista and McKinley. They did a great job of staying within budget. There are TLC meetings scheduled and will be more to come on that. Trustee Crandall welcomed back all teachers, students and staff. He wishes he could be there Friday, but his youngest is running her first ½ marathon this weekend in Disneyland. Tracy High looks amazing compared to what it did a few years ago. Hats off to everyone who touched that project. Citizens and students are excited. Trustee Vaughn is looking forward to the dedication at Wayne Schneider Stadium. He appreciates the hard work of Bonny and staff. Trustee Silva attended the facilities meeting and is looking forward to the grand opening of the Tracy High stadium. Tracy High looks magnificent. He thanked Bonny and staff. The community is proud and everyone should be.

Superintendent Report:

Dr. Franco acknowledged the entire district staff in getting schools up and running for first week of school and congratulated all of TUSD staff. On Monday September 9th at West High will be the welcome back program starting at 2:00, with refreshments at 1:30. Manny Scott one of the original freedom writers is the speaker. He visited the Lammersville district office and met the new Superintendent, Kirk Nicholas. They opened up discussion about successful transfers of students moving from Kimball High to Mountain House High School.

8:20 p.m.

 Clerk

 Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 30, 2013
SUBJECT: **Receive Public Comments on the Preliminary Environmental Assessment (PEA) for Parcel 3, Kimball High School**

BACKGROUND: As part of the California Department of Education (CDE) school site approval process, proposed sites must receive “clearance” from the Department of Toxic Substances Control (DTSC). As required, TUSD conducted a Phase 1 Environmental Site Assessment (ESA) of the Kimball High School site to identify any potential or existing environmental concerns and conducted a follow up PEA. Parcel 3 of the Kimball High School site could not be included as part of the PEA, as it was occupied by a Site tenant at the time this work was being completed. Due to an unintentional oversight, TUSD proceeded with the construction of the high school without first receiving DTSC clearance for Parcel 3 (approximately .37 acres) of the site.

Conestoga Rovers, TUSD’s environmental consultant, has since conducted a PEA on parcel 3 that included the collection and analysis of shallow soil samples from parcel 3’s native soils. The results of the sample analyses indicated that the organic compound concentrations were either non-detect, below the California CHHSLs and/or presented minimal to no risk or hazard and that the inorganic concentrations detected fell within the range of the background data. Hence, no potential concerns exist at the Site that would indicate a threat to human health and/or the environment. Based on the results of the PEA, no further action is recommended at the site.

RATIONALE: As stated in the informational report received by the Board at the August 13, 2013 Board meeting, the School District published and opened a public comment period on the PEA on August 7, 2013 and the Board will hear public comments on the PEA as well as close the public comment period during its September 10, 2013 Board meeting. DTSC shall complete its review of the PEA and either approve or disapprove the assessment within 30 calendar days of the close of the public review period.

FUNDING: No funding implications

RECOMMENDATIONS: Receive Public Comments on the Preliminary Environmental Assessment (PEA) for Parcel 3, Kimball High School

Prepared by: Bonny Carter, Director of Facilities & Planning



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: August 30, 2013
SUBJECT: Approve Accounts Payable Warrants (July-June, 2012-2013)

BACKGROUND: Each month the Financial Services Department submits summaries of warrants issued monthly to the Board of Trustees for review.

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #6 – Forming Partnerships.

FUNDING: N/A

RECOMMENDATION: Approve Accounts Payable Warrants (July-June, 2012-2013)

Prepared by: S. Reed Call, Director of Financial Services



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 26, 2013
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 School:

1. Tracy Unified School District/Kelly School: From the Kelly School Parent Teacher Organization in the amount of \$1,000.00 (ck. #1340). This donation will go towards the purchase of IXL Software.

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: August 30, 2013
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

Date Board Approved	Vendor	Insurance Expires
<p align="center">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!</p>		
<p align="center">↓ ADDING THE FOLLOWING VENDORS FOR BOARD APPROVAL ↓:</p>		
	<p>The Fisher Agency - Speaker trainers for schools and businesses. Programs are customized for junior high and high school assemblies, student leadership conferences, vocational education programs, teacher in services, educational associations, conventions and parent meetings. Chris Fisher - 925-352-8309, chris@tfaspeakers.com, www.tfaspeakers.com</p>	1/6/2014
<p align="center">↓ APPROVED LIST BELOW BY EXPIRATION DATE ↓</p>		
4/23/13	<p>Steve Southard-Motivational Speaker, leadership trainer, curriculum specialist. 533-4390, stevesouthard1@gmail.com, www.stevesouthard1.com</p>	9/10/2013
5/28/13	<p>Antonio Sacre - Author & Storyteller, 888-654-6436, asacre@earthlink.net, www.antoniosacre.com</p>	9/16/2013
8/28/12	<p>One Day At A Time, Inc. - Youth conflict management, Gang intervention and gang awareness. Johnny Rodrigues- 925-437-3574. www.odatec.org</p>	10/30/2013
3/8/11	<p>Peacemakers - Paul Hall -phall@tusd.net or Kevin James - kev4jam@sbcglobal.net</p>	11/1/2013
2/12/13	<p>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</p>	11/25/2013

10/9/07	Mad Science, Danielle Mae Lee, danielle@madsciencesacto.com, 916-736-2924, Elena Michel elena@madsciencesacto.com (Fire & Ice Show not allowed)	12/1/2013
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".	1/1/2014
8/9/11	Graphic & Wear, Steve Lewis, gicts@sbcglobal.net, steve@gicgraphicwear.com, www.gicgraphicwear.com, 723- 9817	1/9/2014
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	1/18/2014
5/8/12	International Printing Museum- Mark Barbour. 310-515- 7166, mail@printmuseum.org, www.printmuseum.org	1/30/2014
9/13/11	California Weekly Explorer, Inc. History Programs, Barry Hovis, 714-247-2250, barrycwe@aol.com, info@californiaweekly.com, www.californiaweekly.com	2/1/2014
10/11/11	Rumors Productions - Jenna Teyshak/Jon Tyner - 640- 8000, jenna@rpcdj.com, www.rpcdj.com	2/1/2014
8/25/09	Soul Shoppe - Vicki Abadesco, Phone: 510-338-3231, info@soulshoppe.com, support@soulshoppe.com. www.soulshoppe.com	2/1/2014
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	2/5/2014

2/26/13	Elite Entertainment Professional DJ Services, Photo Booth, Audio & Visual, Greg Wallace, 952-3548, elitedj@aol.com, www.elitedj4u.com	2/15/2014
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 Hubbner - 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
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" Jackson 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
9/13/11	Athletic Perfection - Cheer Routine choreography. Jennifer Moore 609-8736, jennwhip29@hotmail.com, julie@athleticperfectioncheer.com, www.athleticperfectioncheer.com	5/14/2014
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
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	SJC Child Abuse Prevention Council, Lindy Turner-Hardin, 464-4524, lturner@nochildabuse.org, www.nochildabuse.org	7/1/2014
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

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
2/23/10	Boys Scouts - Civil War History presentation Preston Gilliam, 209-830-1870 or pgilliam@pacbell.net	NO Charge, Tier 1
5/26/09	Cowboys & Kids Reach Assembly, Penny Conway, www.reachkids.com, reachme@theriver.com	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	NO Charge, Tier 1
4/28/09	District 5 Dairy Princess, 639-1715	NO Charge, Tier 1
5/26/09	Get Real Behind The Wheel, Safe Driving Assembly targeted to 8th, 9th & 10th graders. Ken Ucci 209.601.6523 or Tom Simpson 612-4222. www.getrealbehindthewheel.org	NO Charge, Tier 1
2/10/09	JOE FOSS Institute, 480.348.0316, www.jfiweb.org	NO Charge, Tier 1
10/23/07	Lawrence Hall of Science, 510-642-1700, pfsreq@berkeley.edu, www.lawrencehallofscience.org	NO Charge, Tier 1
10/9/07	McDonalds Tammi Beck 916-962-1982	NO Charge, Tier 1
10/9/07	NASA Karin Costa 650-604-6077	NO Charge, Tier 1
10/9/07	Otto the Auto Wendy Sanchez 415-565-2676 wendy_sanchez@csaa.com	NO Charge, Tier 1
10/9/07	Sandia Labs Joel Lipkan - jlipkin@comcast.net	NO Charge, Tier 1

Stockton Ports Baseball By The Books - reading incentive program. Free of charge-chance to win free tickets.
Margaret Sacchet-644-1900,
msacchet@stocktonports.com,

12/13/11

www.web.minorleaguebaseball.com/index.jsp?sid=t524

NO Charge, Tier 1

***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.

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.

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 ↓

5/14/13	Buffalo Wild Wings - Food/Catering. Allan Santa Catalina - 916-798-3407, 425@buffalowildwings.com, www.buffalowildwings.com	9/2/2013
10/23/12	Rainbow Italian Ice - Tonya or Jayson Griffith-510-491-5689, italianicegirl2012@yahoo.com or 510-591-6693. www.rainbowitalianice.com.	9/4/2013
5/8/12	Oh My Dawgs Inc., Food Catering. Uoxina Aguirre - 836-0093, uoxina@comcast.net. www.ohmydawgs.com	10/12/2013
12/11/12	Freebirds Burrito Restaurant - Ethel Birrell - 835-6000 or 559-392-3251. ebirrell@freebirds.com. Www.freebirds.com	11/21/2013
12/8/09	Texas Roadhouse- Tim Lund, 830-1133, store_tracy@texasroadhouse.com	12/1/2013
9/25/2012	Squeeze Inn Restaurant - Food catering. Dean Davis - 833-7992 or 331-3228. www.tracy.thesqueezeinn.com	1/12/2014

2/26/13 Taqueria Maguey Restaurant- Mexican food catering.
Contact Javier - 832-1059. 2242 Grantline Rd. Tracy 2/3/2014

11/12/13 Menchie's Frozen Yogurt, Adele Boch, 612-5285,
adelebloch@yahoo.com, www.menchies.com 6/6/14

Devinci's Delicatessen & Catering - Town and Country
Cafe, 27 W. 10th Street, towncountrycafe@yahoo.com,
209-835-6751 8/14/2014



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 30, 2013
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: Vavrinek, Trine, Day & Company, LLP
Site: Tracy Unified School District
Item: Agreement
Services: Audit financial statements for TUSD as of and for the year ending June 30, 2014
Cost: \$44,900.00
Project Funding: General Fund

B. Vendor: San Joaquin County Office of Education
Site: District Wide
Item: 3 Year Agreement (7/1/13 through 6/30/16)
Services: SJCOE will provide Participating Districts explosive detection canine services through Kontraband Interdiction & Detection Services (KIDS) for a combined total of 100 hours of service per fiscal year.
Cost: Cost based on district participation, < \$3,000.00. Additional fees are accrued in the event the Participating Districts' cumulative service hours exceed 100 hours per fiscal year at a rate of \$300 for the first hour of each call and \$100 per hour thereafter. Charges are allocated among all Participating Districts in proportion to ADA enrollment.
Project Funding: General Fund

C. Vendor: Wilson Architecture, Inc.
Site: South/West Park Elementary School
Item: Agreement
Services: Architectural Services with regard to the removal and replacement of existing modular restroom building that was recently destroyed by a fire.
Cost: \$6,850.00 + \$300.00 reimbursables
Project Funding: General Fund – Insurance Fire Loss

D. Vendor: RGM & Associates
Site: South/West Park Elementary School
Item: Agreement
Services: Construction Management Services with regard to the removal and replacement of existing modular restroom building that was recently destroyed by a fire.
Cost: \$9,950.00 Not to Exceed
Project Funding: General Fund – Insurance Fire Loss

E. Vendor: American Technologies, Inc.
Site: South/West Park Elementary School
Item: Proposal
Services: Contractor to disconnect all electrical, demolish and remove existing modular restroom building that was recently destroyed by a fire.
Cost: \$16,512.52
Project Funding: General Fund – Insurance Fire Loss

F. Vendor: Designed Mobile Systems Industries, Inc.
Site: South/West Park Elementary School
Item: Proposal
Services: Contractor to replace existing modular restroom building that was recently destroyed by a fire.
Cost: \$167,316.80
Project Funding: General Fund – Insurance Fire Loss

G. Vendor: DK Enterprises Inc. dba King's Roofing
Site: West High School
Item: Change Order #1
Services: Scope of work documented on the change order summary.
Cost: \$5,084.00
Project Funding: General Fund – Deferred Maintenance



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 30, 2013
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: DC Inspections
Site: Monte Vista Middle School – Tracy High School Baseball Fields – Barrier Netting
Item: Proposal - Ratify
Services: In-Plant Inspection Services of the Barrier Netting being installed for the Tracy High School ball fields at Monte Vista Middle School.
Cost: \$520.00/Estimated
Project Funding: Measure E Bond Funds

B. Vendor: Roebbelen Contracting, Inc.
Site: Tracy High School – Stadium and Improvement Project
Item: Change Order #8
Services: Scope of work documented on the change order summary.
Cost: \$153,700.00 Deduction from contingency allowance previously included in contract.
Project Funding: Measure E Bond Funds and State School Building Fund (SSBF) Savings



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 30, 2013
SUBJECT: **Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

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

A. Vendor: Roebbelen Contracting, Inc.
Site: McKinley Elementary School Modernization
Item: Change Order #7
Services: Scope of work documented on the change order summary.
Cost: \$73,243.00 Deduction from contingency allowance previously included in contract.
Project Funding: Measure S Bond Fund and State School Building Fund (SSBF)

B. Vendor: Roebbelen Contracting, Inc.
Site: McKinley Elementary School Modernization
Item: Change Order #8 - Final
Services: This change order acknowledges the remaining Owner's contingency allowance no longer being used for the project. Contingency shall be returned to the Owner through reduction in the overall contract amount.
Cost: \$227,455.00 Contingency
Project Funding: Measure S Bond Fund and SSBF

C. Vendor: Roebbelen Contracting, Inc.
Site: McKinley Elementary School Modernization
Item: Notice of Completion
Services: Lease-Leaseback contractor modernized classroom buildings, library building, music building and alterations to the administration building.
Cost: \$6,173,422.00 Change Orders: (\$479,725.00)
Return of Contingency \$227,455.00 Total Contract: \$5,945,967.00
Project Funding: Measure E Bond Funds and SSBF

D. Vendor: Roebbelen Contracting, Inc.
Site: Monte Vista Middle School Modernization
Item: Change Order #8
Services: Scope of work documented on the change order summary.
Cost: \$94,298.00 Deduction from contingency allowance previously included in contract.
Project Funding: Measure S Bond Fund and SSBF

E. Vendor: Roebbelen Contracting, Inc.
Site: Monte Vista Middle School Modernization
Item: Change Order #9 - Final
Services: This change order acknowledges the remaining Owner's contingency allowance no longer being used for the project. Contingency shall be returned to the Owner through reduction in the overall contract amount.
Cost: \$594,881.00 Contingency
Project Funding: Measure S Bond Fund and SSBF

F. Vendor: Roebbelen Contracting, Inc.
Site: Monte Vista Middle School Modernization
Item: Notice of Completion
Services: Lease-Leaseback contractor modernized classroom buildings, library building, music building and alterations to the administration building and multi-purpose building.
Cost: \$11,137,938.00 Change Orders: (\$681,259.00)
Return of Contingency \$594,881.00 Total Contract: \$10,543,057.00
Project Funding: Measure E Bond Funds and SSBF



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: September 10, 2013
SUBJECT: Approve Payroll Reports (July-June 2012-13)

BACKGROUND: Financial Services Department submits summaries of payroll warrants issued each month to the Board of Trustees for review.

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #7-Develop Powerful Educational Leaders.

FUNDING: N/A

RECOMMENDATION: Approve Payroll Report

Prepared by: Reed Call, Director of Financial Services



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: August 30, 2013
SUBJECT: Approve Revolving Cash Fund Reports (July-June, 2012-2013)

BACKGROUND: Each month the Financial Services Department submits summaries of revolving cash fund checks issued monthly to the Board of Trustees for review.

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #6 – Forming Partnerships.

FUNDING: N/A

RECOMMENDATION: Approve Revolving Cash Fund Reports (July-June, 2012-2013).

Prepared by: S. Reed Call, Director of Financial Services



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: August 27, 2013
SUBJECT: Approve Agreement for Special Contract Services with Nancy Fetzer to Provide Five Full Days of Coaching in Reading and Writing Strategies to Jacobson, Villalovoz, and McKinley Elementary School Teachers, at Jacobson Elementary School on January 27-31, 2014

BACKGROUND: Through program evaluation and the results of District and State assessments, Jacobson staff has identified the need to work on building a more comprehensive reading and writing program. Jacobson staff has worked with Nancy Fetzer the past three school years and continued training will further their ability to help students in the areas of reading and writing. Villalovoz Elementary and McKinley Elementary will join in this staff development opportunity to continue their ongoing work with Ms. Fetzer in building literacy and language development across the curriculum. Ms. Fetzer will model reading and writing lessons for teachers and will work with grade level teams to plan and sequence their writing curriculum.

RATIONALE: Jacobson, Villalovoz and McKinley are Title 1 schools. Ongoing teacher training and coaching is one of the most effective means of improving student learning. Continued training and staff support will directly impact students' performance on District reading and writing assessments and carry over towards implementation of the new Common Core State Standards. Ms. Fetzer has presented at state-wide conferences and is a highly respected reading and writing coach. Jacobson, Villalovoz, and McKinley staffs are requesting approval to have this consultant work with teachers. This staff development supports District Strategic Goal #1: Prepare all students for college and careers, 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 #6: Develop and support a high performing workforce.

FUNDING: The \$8,750.00 cost will be paid by Title I and Title II funds from each school site (Villalovoz Elementary, McKinley Elementary and Jacobson Elementary).

RECOMMENDATION: Approve Agreement for Special Contract Services with Nancy Fetzer to Provide Five Full Days of Coaching in Reading and Writing Strategies to Jacobson, Villalovoz, and McKinley Elementary School Teachers, at Jacobson Elementary School on January 27-31, 2014.

Prepared by: Cindy Sasser, Principal, Jacobson 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 Nancy Fetzer, 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 five full days of coaching in reading and writing strategies to Jacobson Elementary, Villalovoz Elementary and McKinley Elementary School teachers at Jacobson School on January 27-31, 2014.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of five (5) HOURS~~DAY(s)~~ (circle one), under the terms of this agreement at the following location Jacobson Elementary School in Tracy, CA.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$8,750.00 per ~~HOUR/DAY~~FLAT RATE (circle one), not to exceed a total of \$8,750.00 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [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 is included in the contractors flat rate fee for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS, [X] 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 January 27, 2014, and shall terminate on January 31, 2014.
5. This agreement may be terminated at any time during the term by either party upon thirty days written notice.
6. Contractor shall contact the District's designee, Cindy Sasser at (209) 830-3315 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Tracy Unified School District

Social Security Number (2)

Date

Title

01-3010-0-1110-1000-5800-250-3302 and 01-4035-0-1110-2140-
5800-280-3302 and 01-4035-0-1110-2140-5800-430-3302
Account Number to be Charged:

Address

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

File: CntrctSrvcs.dot
Disk: S:\shared



Nancy Fetzer's Literacy Connections

Cindy Sasser, Principal
Jacobson Elementary School
1750 West Kavanagh Ave.
Tracy, CA 95376

December 1, 2012

Dear Cindy:

I am very excited about returning to your site. Below is information regarding the inservice days. Also, I have listed items I need from you to confirm our dates.

Dates of Training: January 27-31 of 2014

Inservice Topic: Schoolwide Reading and Writing Strategies

Consultant Fee: \$1,750/day X 5 days = \$8,750 (includes expenses).

Purchase Order: Purchase Order totaling \$8,750 is required before delivery of services.

Looking forward to our time together.

Sincerely,



Nancy Fetzer

40500 Valle Vista
Murrieta CA 92562
Phone: (951) 698-9556
Fax: (951) 698-7616



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: August 13, 2013
SUBJECT: **Ratify Agreement for Special Contract Services with DataWORKS to Provide Professional Staff Development Services in the Areas of Explicit Direct Instruction, Lesson Design and Coaching to Monte Vista Middle School throughout the 2013-2014 School Year**

BACKGROUND: In an on-going endeavor to improve student achievement, Monte Vista Middle School began professional development training with DataWORKS during the 2012-2013 school year using categorical funds. While Monte Vista's API scores have improved overall, No Child Left Behind expectations have increased substantially. In order to meet the challenge, both staff and students can only continue to improve their accomplishments if the staff continues their professional development in effective lesson planning and implementation of the Common Core State Standards. The staff, the Site Leadership Team and the School Site Council supported specific training from the DataWORKS during the 2012-2013 school year and request continued training for the 2013-2014 school year. DataWORKS was selected due to their record of success at schools within the District. In June, the original agreement was modified after some discussion with the director of DataWORKS to ensure the maximum number of teachers could participate in the professional development during the 2013-2014 school year. As a result, the agenda was revised and inadvertently excluded from submittal to the Board on August 13, 2013 as intended. Therefore, this agenda requires ratification.

RATIONALE: In order to continue to improve the academic achievement of the students at Monte Vista Middle School, staff would like to have DataWORKS provide a total of ten days training in Explicit Direct Instruction (EDI) for all Core, Math, Science, and Special Education teachers. This will include lesson design training and demonstrations, as well as classroom coaching. In addition, the EDI coach will provide Instructional Leadership training for the administration. Monte Vista staff is committed to continue to improve teacher quality and instruction and close the achievement gap. Staff is confident the outcome of this training will result in the enhancement of effective teaching skills for all staff. This request supports District Strategic Goal #1: Prepare all

students for college and careers, District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student sub groups is closed. The Monte Vista School Site Plan specifies Goal #3: Professional Development - Provide an articulated, sustained plan of professional development activities designed to build the school's capacity to support programs and achieve goals.

FUNDING: This training will be paid from Title 1 - Staff Development categorical funds. The total amount paid to DataWORKS will not exceed \$39,500.00 for the 2013-2014 school year.

RECOMMENDATION: Ratify Agreement for Special Contract Services with DataWORKS to Provide Professional Staff Development Services in the Areas of Explicit Direct Instruction, Lesson Design and Coaching to Monte Vista Middle School throughout the 2013-2014 School Year

Prepared by: Susan O'Hara-Jones, Principal, Monte Vista Middle 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 DataWORKS, 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: DataWORKS will provide a total of ten days of teacher training in Explicit Direct Instruction (EDI) to all Core, Math, Science and Special Education teachers. This will include lesson design training and demonstrations, as well as classroom coaching. In addition, the EDI coach will provide one day of Instructional Leadership training for the administration.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of eleven (11) HOURS/DAYS (circle one), under the terms of this agreement at the following location: Monte Vista Middle School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$39,500.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 39,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS, [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 27, 2013, and shall terminate on May 30, 2014.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Susan O'Hara-Jones at (209) 830-3340 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

 Consultant Signature (1)

 Social Security Number (2)

 Date

 Title

 Address

 Tracy Unified School District

 Date

 Title

 Account Number to be Charged

 Department/Site Approval

 Linda Boragno-Dopp, Director of Alternative Programs
 Budget Approval

 Date Approved by the Board



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: September 3, 2013
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED MANAGEMENT RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Thompson, Amy Head Counselor	KHS	8/30/13	To accept Assistant Principal position

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Duran, Gustavo 4 th /5 th SDC	Bohn	8/22/13	Personal

BACKGROUND:

CLASSIFIED MANAGEMENT RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Cardoza, Jessica Communications Specialist	DEC	09/13/13	Personal

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Afzal, Hashiqullah Utility Person III	Maint./ Transport.	09/02/13	Personal
Bailey, Amanda Para Educator I	Bohn	08/22/13	Accepted a Special Ed Teaching position at Villa

Brown, Dyan Special Ed Para Ed I	Hirsch	08/23/13	Accepted 6 hour Special Ed Para Ed I position at Hirsch
Davis, Kimberly IEP Para Educator I	KHS	08/29/13	Accepted a Special Ed Para Educator I position at KHS
Hemmingson, Sandi Para Educator I	McKinley	08/23/13	Accepted the Personnel Technician Live Scan Operator position in HR
King, Cynthia School Supervision Assistant	Kelly	09/06/13	Personal
Koochof, Edrin Food Service Worker	KHS/North	08/31/13	Personal
Manley, David IEP Para Educator I	MVMS	09/13/13	Personal

BACKGROUND:

CLASSIFIED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Bartholdi, Leslie Clerk Typist II	Special Ed Dept.	11/23/13

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: September 3, 2013
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Thompson, Amy

MANAGEMENT

Assistant Principal (Replacement)
Kimball High School
Class 48, Step D
\$82,064.34
Funding: General Funds

BACKGROUND:

Bailey, Amanda

CERTIFICATED

SDC 4th/5th Teacher (Intern) (Replacement)
Villalovoz School
Class I, Step 1, "A"
\$40,796.86
Funding: Restricted Funds

Guinasso, Lynette

SDC 4th/5th Teacher (Intern) (Replacement)
Bohn School
Class II, Step 1, "A"
\$41,032.68
Funding: Restricted Funds

Hubbard, Jennifer

SDC 6th Teacher (Intern) (Replacement)
Williams Middle School
Class I, Step 1, "A"
\$39,146.12
Funding: Restricted Funds

McComas, Arin-Marie

SDC 2nd/3rd Teacher (Intern) (Replacement)
Freiler School
Class I, Step 1, "A"
\$39,146.12
Funding: Restricted Funds

Slichter, Melissa

RSP Elementary (Intern) (Replacement)
McKinley School 60%, Kelly School 40%
Class I, Step 1, "A"
\$39,617.76
Funding: Restricted Funds

BACKGROUND:

Brown, Dyan

CLASSIFIED

Special Education Para Educator I (New)
*Filled by current TUSD employee
Hirsch Elementary School
Range 24, Step E - \$15.07 per hour
6 hours per day
Funding: Special Education

Chhabra, Asia

High School Administrative Secretary
(Replacement)
Kimball High School
Range 32, Step A - \$15.07 per hour
8 hours per day
Funding: General Fund

Davis, Kimberly

Special Education Para Educator I (New)
*Filled by current TUSD employee
Kimball High School
Range 24, Step E - \$15.07 per hour
6 hours per day
Funding: Special Education

Duarte Granados, Maria Teresa

Preschool Instructor (Replacement)
North Preschool
Range 30, Step C - \$15.76 per hour
7.5 hours per day
Funding: Building Literacy Together

Fox, Kelly

Career Education Technician (Replacement)
West High School
Range 32, Step C - \$16.53 per hour
6 hours per day
Funding: General Fund

Vatran, Kristyn

Special Education Para Educator I (New)
Hirsch Elementary School
Range 24, Step B - \$13.11 per hour
6 hours per day
Funding: Special Education

BACKGROUND:

Gallagher, John

COACHES

Assistant Sophomore Football
Kimball High School
Stipend: \$3,896.19

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: August 30, 2013
SUBJECT: **Ratify Agreement for Special Contract Services for Assistant Volleyball Coach David Daily at Tracy High School for the 2013 Fall Season**

BACKGROUND: There is a need in the volleyball program at Tracy High School for adequate supervision by knowledgeable coaches to ensure the players have a safe, educational and positive experience. Having exceptionally qualified staff is the primary aim of the programs.

RATIONALE: Mr. David Daily is uniquely qualified to assist and enhance the volleyball program at Tracy High School. Mr. Daily has extensive volleyball experience as a player and also as a coach. The experience and enthusiasm he brings to the players will ensure the overall success and safety of the program. His duties will consist of assisting with daily practice, scouting, fund raising, breaking down film, and driving the District vans to tournaments. This agenda item needs to be ratified due to the late addition of coaching staff.

This aligns with Strategic Goal #3: Provide a safe environment for students and staff.

FUNDING: Expenses for the Assistant Volleyball coach will be paid by the District and reimbursed by the Tracy High School ASB volleyball account. Expenses will not exceed \$1200.00.

RECOMMENDATION: Ratify Agreement for Special Contract Services for Assistant Volleyball Coach David Daily at Tracy High School for the 2013 Fall Season

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

TRACY UNIFIED SCHOOL DISTRICT
315 East Eleventh Street, Tracy, California 95376-4095

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

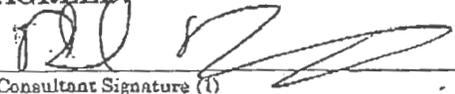
1. Contractor shall perform the following duties: Assist coaching Tracy High volleyball team practices, tournaments and games. Help with fundraising, the THS Volleyball Camp.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of HOURS/DAY(s) (circle one), under the terms of this agreement at the following location Tracy High School and Tracy High Volleyball events
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$1,200 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$1,200. 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 \$ ZERO 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 term of the agreement shall commence on Aug. 1, 2013, and shall terminate on Nov. 1, 2013
5. This agreement may be terminated at any time during the term by either party upon N/A days written notice.
6. Contractor shall contact the District' designee Mahina Tankersley at (209) 814-4006 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, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED

 DAVID DAILY
Consultant Signature (1)

Tracy Unified School District

010
Social Security Number (2)

Date

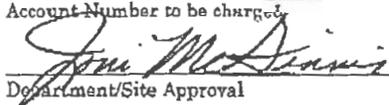
August 1, 2013
Date

Title

Assistant Varsity Volleyball Coach
Title

Account Number to be charged

30000030
Address

 8/30/13
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.



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: September 3, 2013
SUBJECT: Approve the Hire of AVID College Tutors for the 2013-2014 School Year

BACKGROUND: DeAnna Zwickey, Christian Wyant, Jasmine Duong, Jessica Young, Estefani Gomez, Diann Duran, and Danielle Datu will be hired through an Agreement for Special Contract Services as AVID College Tutors by Tracy Unified School District for the time period of September 9, 2013 to May 23, 2014. In addition, under this agenda item, future AVID tutors for the 2013-2014 school year will be hired on Agreements for Special Contract Services in the event that the original tutors are unable to fulfill their contracts or additional tutors are needed.

RATIONALE: To be certified as an AVID school, each school must meet the AVID Essential Requirement #8: "A sufficient number of tutors must be available in AVID elective classes to facilitate student access to rigorous curriculum. Tutors should be students from colleges and universities, and they must be trained to implement the methodologies used in AVID." Hiring college tutors will meet this essential requirement.

This aligns with Tracy Unified School District's Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed.

FUNDING: The funding will come from the AVID District Budget. Tutors will be paid at \$10.00 per hour. Each tutor will work the hours scheduled per week he/she has been allotted per the individual contract. The total amount to be paid to the AVID tutors shall not exceed \$35,000, which has been reserved for this purpose in the AVID District Budget.

RECOMMENDATION: Approve the Hire of AVID College Tutors for the 2013-2014 School Year

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

TRACY UNIFIED SCHOOL DISTRICT
1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 372 () [X] HOURS [] DAY(s), under the terms of this agreement at the following location TUSD schools

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

- a. District shall pay \$10 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$3720.00. 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 September 9, 2013, and shall terminate on May 23, 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, Terri Sorgent at (209)830-3360 x2081 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

 Consultant Signature (1)

 Social Security Number (2)

 Title

 Address

 Tracy Unified School District

 Date

01-7090-0-1110-1000-1100-800-2767

 Account Number to be Charged:

[Signature]

 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.

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

1. Contractor shall perform the following duties: Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 186 () [X] HOURS [] DAY(s), under the terms of this agreement at the following location TUSD schools

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

- a. District shall pay \$10 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$1860.00. 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 September 9, 2013, and shall terminate on May 23, 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, Terri Sorgant at (209) 830-3360 x2081 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

Address

Tracy Unified School District

Date

01-7090-0-1110-1000-1100-800-2767

Account Number To Be Charged:

[Signature]

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.

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

1. Contractor shall perform the following duties: Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 248 () [X] HOURS [] DAY(s), under the terms of this agreement at the following location TUSD schools

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

a. District shall pay \$10 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$2480.00. 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 September 9, 2013, and shall terminate on May 23, 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, Terri Sorgent at (209) 830-3560 x2091 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

 Consultant Signature (1)

 Social Security Number (2)

 Title

 Address

 Tracy Unified School District

 Date

01-7090-0-1110-1000-1100-800-2767

 Account Number to be Charged:

[Signature]
 Departmental Use 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.

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

1. Contractor shall perform the following duties: Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 248 () [X] HOURS [] DAY(s), under the terms of this agreement at the following location TUSD schools

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

- a. District shall pay \$10 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$2480.00 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 September 9, 2013, and shall terminate on May 23, 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, Terri Sorgent at (209) 830-3360 x2081 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

Address

Tracy Unified School District

Date

01-7090-0-1110-1000-1100-800-2767

Account Number to be Charged:

[Signature]

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.

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

1. Contractor shall perform the following duties:

Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 434 () HOURS DAY(s), under the terms of this agreement at the following location: TUSD schools;

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

- a. District shall pay \$10 per HOUR DAY FLAT RATE, not to exceed a total of \$4340.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District SHALL; SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$N/A for the term of this agreement.
- c. District shall make payment on a MONTHLY PROGRESS BASIS, SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on September 9, 2013, and shall terminate on May 23, 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, Ferri Sargent at (209)830-3360 x2081 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

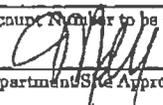
Address

Tracy Unified School District

Date

01-7D90-D-1110-1000-1100-800-2767

Account Number to be Charged:



Department/State 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.

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

1. Contractor shall perform the following duties: Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 310 () HOURS () DAY(s), under the terms of this agreement at the following location TUSD schools

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

- a. District shall pay \$10 per () HOUR () DAY () FLAT RATE, not to exceed a total of \$3100.00; Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
b. District () SHALL; () SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$N/A for the term of this agreement.
c. District shall make payment on a () MONTHLY PROGRESS BASIS, () SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on September 9, 2013, and shall terminate on May 23, 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, Teri Sorgent at (209) 830-3360 x2081 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

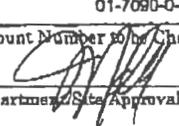
Address

Tracy Unified School District

Date

01-7090-0-1110-1000-1100-800-2787

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.

TRACY UNIFIED SCHOOL DISTRICT

1876 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 Jasmine Duong, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties:

Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 372 () ✓ HOURS DAY(s) , under the terms of this agreement at the following location TUSD schools

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

- a. District shall pay \$10 per HOUR DAY FLAT RATE, not to exceed a total of \$3720.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District SHALL; SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$N/A for the term of this agreement.
- c. District shall make payment on a MONTHLY PROGRESS BASIS, SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on September 9, 2013, and shall terminate on May 23, 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, Terri Sorgent at (209)830-3360 x2081 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

 Consultant Signature (1)

 Social Security Number (2)

 Title

 Address

 Tracy Unified School District

 Date

01-7080-0-1110-1000-1100-800-2757

 Account Number to be Charged:

[Signature]

 Department/Office 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.



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Service
DATE: September 10, 2013
SUBJECT: **Adopt Resolution #13-08, Recertifying the Appropriation “Gann” Limits for the 2012/2013 School Year for Tracy Joint Unified School District**

BACKGROUND: In November 1979 the California electorate adopted Proposition 4, commonly called the Gann Amendment. The provisions of the Gann Amendment establish maximum Appropriation Limitations, commonly called “Gann Limits,” for public agencies, including school districts.

Local education agencies are required to report their Appropriations Limit to the State Superintendent of Public Instruction and to the State Director of Finance. The District is required to calculate a Gann Limit for 2013/14 in accordance with the provisions of Senate Bill 98 and applicable statutory law.

The attached resolution of the recertified Gann Limit for 2012/13 fiscal year has been made in accordance with applicable constitutional and statutory law and does not exceed the limitations imposed by Proposition 4.

FUNDING: N/A

RECOMMENDATION: Adopt Resolution #13-08, Recertifying the Appropriation Limits for the 2012/13 School Year for Tracy Joint Unified School District

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION #13-08
APPROPRIATION “GANN” LIMITS FOR THE 2012-2013 SCHOOL YEAR FOR THE
TRACY JOINT UNIFIED SCHOOL DISTRICT**

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article established maximum appropriation limitations, commonly called “Gann Limits,” for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann Limit for the 12/13 fiscal year and a projected Gann Limit for the 13/14 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann Limits for the 12/13 and 13/14 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IF FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 12/13 and 13/14 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED this 10th day of September, 2013, by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District

	2012-13 Calculations			2013-14 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
A. PRIOR YEAR DATA (2011-12 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2011-12 Actual			2012-13 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	92,978,356.18		92,978,356.18			96,329,266.38
2. PRIOR YEAR GANN ADA (Preload/Line B9, PY column)	15,582.08		15,582.08			15,557.44
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2011-12			Adjustments to 2012-13		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2012-13 data should tie to Principal Apportionment Attendance Software reports)	2012-13 P2 Report			2013-14 P2 Estimate		
1. Total K-12 ADA (Form A, Lines 10, 28, & 29)	15,557.44		15,557.44	15,503.50		15,503.50
2. ROC/P ADA**						
3. Total Charter Schools ADA (Form A, Line 26)	0.00		0.00	0.00		0.00
4. Total Supplemental Instructional Hours**						
5. Divide Line B4 by 700 (Round to 2 decimal places)						
6. TOTAL P2 ADA (Lines B1 through B3 plus B5)			15,557.44			15,503.50
OTHER ADA (From Principal Apportionment Attendance Software)						
7. Apprentice Hours - High School						
8. Divide Line B7 by 525 (Round to 2 decimal places)			0.00			0.00
9. TOTAL CURRENT YEAR GANN ADA (Sum Lines B6 plus B8)			15,557.44			15,503.50
C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	2012-13 Actual			2013-14 Budget		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	233,786.93		233,786.93	233,787.00		233,787.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	280.10		280.10	146.00		146.00
4. Secured Roll Taxes (Object 8041)	17,563,537.81		17,563,537.81	17,673,260.00		17,673,260.00
5. Unsecured Roll Taxes (Object 8042)	1,097,632.57		1,097,632.57	1,119,798.00		1,119,798.00
6. Prior Years' Taxes (Object 8043)	32,086.81		32,086.81	22,818.00		22,818.00
7. Supplemental Taxes (Object 8044)	96,959.78		96,959.78	76,248.00		76,248.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	1,387,491.62		1,387,491.62	1,232,234.00		1,232,234.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (Obj. 8047 & 8625)	2,567,646.05		2,567,646.05	2,390,968.00		2,390,968.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-Revenue Limit Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)	(1,499,613.00)		(1,499,613.00)	(1,508,189.00)		(1,508,189.00)
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	21,479,808.67	0.00	21,479,808.67	21,241,070.00	0.00	21,241,070.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	21,479,808.67	0.00	21,479,808.67	21,241,070.00	0.00	21,241,070.00

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	2012-13 Calculations			2013-14 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			0.00			0.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			0.00			0.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. Revenue Limit State Aid - CY (objects 8011 and 8012)	63,992,489.00		63,992,489.00	64,402,400.00		64,402,400.00
25. Revenue Limit State Aid - Prior Years (Object 8019)	322,816.00		322,816.00	0.00		0.00
26. Supplemental Instruction - CY (Res. 0000, Object 8590)**		0.00	0.00			0.00
27. Supplemental Instruction - PY (Res. 0000, Object 8590)**		0.00	0.00			0.00
28. Comm Day Sch Addl Funding - CY (Res. 2430, Obj. 8311 and Res. 0000, Obj. 8590)**		0.00	0.00			0.00
29. Comm Day Sch Addl Funding - PY (Res. 2430, Obj. 8319 and Res. 0000, Obj. 8590)**		0.00	0.00			0.00
30. ROC/P Apportionment - CY (Res. 0000, Object 8590)**		0.00	0.00			0.00
31. ROC/P Apportionment - PY (Res. 0000, Object 8590)**		0.00	0.00			0.00
32. Charter Schs. Gen. Purpose Entitlement (Object 8015)	0.00		0.00	0.00		0.00
33. Charter Schs. Categorical Block Grant (Object 8590)**		0.00	0.00			0.00
34. Class Size Reduction, Grades K-3 (Object 8434)	2,359,413.00		2,359,413.00	2,350,000.00		2,350,000.00
35. Class Size Reduction, Grade 9 (Object 8590)**		0.00	0.00			0.00
36. SUBTOTAL STATE AID RECEIVED (Lines C24 through C35)	66,674,718.00	0.00	66,674,718.00	66,752,400.00	0.00	66,752,400.00
ADD BACK TRANSFERS TO COUNTY						
37. County Office Funds Transfer (Form RL, Line 32)	763,568.00		763,568.00	774,332.00		774,332.00
38. TOTAL STATE AID (Lines C36 plus C37)	67,438,286.00	0.00	67,438,286.00	67,526,732.00	0.00	67,526,732.00
DATA FOR INTEREST CALCULATION						
39. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	116,395,301.41		116,395,301.41	116,120,109.00		116,120,109.00
40. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	38,703.15		38,703.15	45,000.00		45,000.00
APPROPRIATIONS LIMIT CALCULATIONS						
D. PRELIMINARY APPROPRIATIONS LIMIT			2012-13 Actual	2013-14 Budget		
1. Revised Prior Year Program Limit (Lines A1 plus A6)			92,978,356.18			96,329,266.38
2. Inflation Adjustment			1.0377			1.0512
3. Program Population Adjustment (Lines B9 divided by [A2 plus A7]) (Round to four decimal places)			0.9984			0.9965
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			96,329,266.38			100,906,910.18
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			21,479,808.67			21,241,070.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B9 or \$2,400; but not greater than Line C38 or less than zero)			1,866,892.80			1,860,420.00
b. Maximum State Aid in Local Limit (Lesser of Line C38 or Lines D4 minus D5 plus C23; but not less than zero)			67,438,286.00			67,526,732.00
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			67,438,286.00			67,526,732.00
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C40 divided by [Lines C39 minus C40] times [Lines D5 plus D6c])			29,576.41			34,413.50
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			21,509,385.08			21,275,483.50
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C38 or less than zero)			67,438,286.00			67,526,732.00
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			21,509,385.08			
b. State Subventions (Line D8)			67,438,286.00			
c. Less: Excluded Appropriations (Line C23)			0.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			88,947,671.08			

	2012-13 Calculations			2013-14 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
10. Adjustments to the Limit Per Government Code Section 7902.1 (Line D9d minus D4; if negative, then zero) If not zero report amount to: Ana J. Matosantos, Director State Department of Finance Attention: School Gann Limits State Capitol, Room 1145 Sacramento, CA 95814			0.00			
Summary						
11. Adjusted Appropriations Limit (Lines D4 plus D10)			96,329,266.38			100,906,910.18
12. Appropriations Subject to the Limit (Line D9d)			88,947,671.08			

* Please provide below an explanation for each entry in the adjustments column.
 ** Impacted by the flexibility provisions of SBX3 4 (Chapter 12, Statutes of 2009), as amended by SB 70 (Chapter 7, Statutes of 2011). Amounts in Section C, State Aid Received, can no longer be extracted and must be manually input into the Adjustments column.

Reed Call _____
Gann Contact Person

(209) 830-3200 _____
Contact Phone Number

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BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 30, 2013
SUBJECT: **Adopt Revised Board Policy and Administrative Regulation 1330.1 Facility Use**

BACKGROUND: The Administrative Regulation governing use of District facilities is periodically adjusted to address new issues that arise. The proposed changes reflect recommended changes developed since the spring. All recommended changes were presented to the Facility Use Board Committee, for review, with the exception of additional minor changes, which update the definition of tier 1A, 1B and adding 1C and 1D. These changes were developed in conjunction with the Athletic Directors of the three comprehensive High Schools to delineate traditional youth sports camp ASB fundraising and extended season activities from other types of youth sports activities.

RATIONALE: The most recent insertions are bolded; deletions are marked with a strike through. Formatting will be corrected once changes are completed.

FUNDING: There is no cost for this change.

RECOMMENDATION: Adopt Revised Board Policy and Administrative Regulation 1330.1 Facility Use



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: August 29, 2013
SUBJECT: **Authorize the Approval of an Agreement with the City of Tracy for Funding related to the DARE Program**

BACKGROUND: The City of Tracy and Tracy Unified School District recognize the benefit that providing education to youth on the perils of drug and alcohol abuse provides to the residents of Tracy. In the past, the City has provided financial assistance to TUSD to provide funding to teach the DARE program to various students within TUSD and the City limits.

RATIONALE: The City of Tracy and TUSD each recognize that the City is in a much better position to provide such education to youth attending classes with TUSD. The City now will be responsible for the DARE program with the District providing financial assistance each school year to pay for supplies.

FUNDING: Tracy Unified School District will provide \$10,000 to the Tracy Police Department for fiscal year 2013-2014 for the intended purchase of DARE supplies, t-shirts and graduation expenses.

RECOMMENDATION: Authorize the Approval of an Agreement with the City of Tracy for Funding related to the DARE Program.

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TRACY AND
THE TRACY UNIFIED SCHOOL DISTRICT**

- I. **PARTIES:** This Memorandum of Understanding (hereinafter "MOU") is made by and between the City of Tracy (hereinafter "City"), a municipal corporation, and the Tracy Unified School District (hereinafter "District"), a California Unified School District.
- II. **RECITALS:**
 - A. The City recognizes the benefit that providing education to youth on the perils of drug and alcohol abuse provides to the residents of the City of Tracy.
 - B. The City and the District each recognize that the City is in a much better position to provide such education to youth attending classes within the City of Tracy.
 - C. In the past, the City has provided financial assistance to the District to provide funding to teach the Drug Abuse Resistance Education program to various students in the District and within the City limits.
 - D. The City now will be responsible for the Drug Abuse Resistance Education program with the District providing financial assistance each school year to pay for supplies.
 - E. The City and the District now wish to enter into an agreement setting forth the terms whereby the District can provide financial assistance for such education and the City can provide such education for fiscal year 2013-2014.
- III. **RESPONSIBILITIES:** It is agreed by and between the parties hereto that each party have the following responsibilities, unless otherwise noted:
 - A. **The City shall:** at the completion of each completed session of DARE services, submit invoices to the District describing the supplies purchased.
 - B. **TUSD Shall:** (1) allow City Police Department personnel access to fifth grade classrooms at schools located within the City of Tracy city limits for the purposes of providing DARE services; and (2) at the beginning of each school year, pay the City \$10,000 to be used for DARE supplies, T-Shirts, and Graduation Expenses. Within thirty days after the District's receipt of invoice, District shall make payment to the City based upon the services described on the invoice and approved by the District.
- IV. **TERM:** This MOU shall take effect on September 1, 2013, for a term of one year and will then renew automatically on an annual basis (for one year terms) unless one or both parties request non-renewal not less than ninety days prior to the end of the term or, if renewed, the renewed term.
- V. **DESIGNATED REPRESENTATIVES:** For the purposes of administering the Agreement, the Superintendent of the District, or designee, and the City Manager of the City, or designee, shall act as representatives for their respective parties; and authority for signature shall be provided by vote of the Board of Trustees of the District and the City's City Council respectively.

Memorandum of Understanding
City of Tracy/Tracy Unified School District

VI. **NOTICES:**

City of Tracy
Police Chief
1000 Civic Center Drive
Tracy, CA 95376

Tracy Unified School District
Dr. James Franco
1875 W. Lowell Ave.
Tracy, CA 95376

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

- VII. **ENTIRE AGREEMENT:** This MOU constitutes the entire agreement between the City and the District with respect to DARE services. Any amendment to this MOU, including oral modification, must be reduced to a writing and signed by both the City and the District before it shall be deemed effective.
- VIII. **SIGNATURES:** The individuals executing this MOU represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this MOU on behalf of the respective legal entities of the District and the City. This MOU shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

City of Tracy

Tracy Unified School District

Brent H. Ives, Mayor

Dr. James Franco, Superintendent

Date: _____

Date: _____

ATTEST:

City Clerk

Date: _____

Approved as to form:

Bill Sartor
Assistant City Attorney

RESOLUTION _____

AUTHORIZING THE APPROVAL OF AN AGREEMENT WITH THE TRACY UNIFIED SCHOOL DISTRICT (TUSD) AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT TO ACCEPT FUNDING FOR THE DRUG ABUSE AND RESISTANCE (DARE) PROGRAM TO BE USED FOR SUPPLIES, T-SHIRTS, AND GRADUATION EXPENSES FOR FISCAL YEAR 2013-14, IN THE AMOUNT OF \$10,000

WHEREAS, The City of Tracy and Tracy Unified School District recognize the benefit that providing education to youth on the perils of drug and alcohol abuse provides to the residents of the City of Tracy, and

WHEREAS, The Tracy Unified School District will provide \$10,000 for fiscal year 2013-2014, and

WHEREAS, The Tracy Police Department intends to use the appropriation of \$10,000 to purchase DARE supplies, t-shirts and graduation expenses;

NOW THEREFORE BE IT RESOLVED, That City Council hereby authorize the approval of an Agreement with the Tracy Unified School District (TUSD) and authorize the Mayor to execute the Agreement to accept funding for the Drug Abuse and Resistance (DARE) Program to be used for supplies, t-shirts, and graduation expenses for Fiscal Year 2013-14, in the amount of \$10,000.

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the _____ day of _____, 2013, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Service
DATE: September 10, 2013
SUBJECT: **Adopt Resolution #13-09, Pre-Tax Receivable Resolution for the 2013/14 School Year for Tracy Unified School District**

BACKGROUND: Internal Revenue Code (IRC) Section 414(h)(2) permits employer “pickup” of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions. Furthermore, the California State Teacher’s Retirement System (CalSTRS) plan conditions allow members to redposit contributions previously withdrawn plus interest and/or purchase permissive service credit.

RATIONALE: In order to permit tax deferral for these additional amounts, an employee shall enter into a binding irrevocable payroll deduction authorization and such employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to CalSTRS. Therefore, approval of Resolution #13-09 allows additional amounts to be deducted from an employee’s pay and paid by the Tracy Unified School District into CalSTRS retirement plans.

FUNDING: N/A

RECOMMENDATION: Adopt Resolution #13-09, Pre-Tax Receivable Resolution for the 2013/14 School Year for Tracy Unified School District

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION #13-09**

**PRE-TAX RECEIVABLE RESOLUTION FOR THE 2013-2014 SCHOOL YEAR FOR
THE TRACY JOINT UNIFIED SCHOOL DISTRICT**

WHEREAS, Internal Revenue Code (IRC) Section 414(h)(2) permits employer “pickup” of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions; and

WHEREAS, under the (California) State Teachers’ Retirement System (CalSTRS) plan conditions, members may be allowed to redeposit contributions previously withdrawn plus interest and/or purchase permissive service credit;

NOW THEREFORE, BE IT RESOLVED, that in order to permit tax deferral for these additional amounts, an employee shall enter into a binding irrevocable payroll deduction authorization and such employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to CalSTRS;

BE IT FURTHER RESOLVED, that additional amounts herein specified, through payroll deduction from salary, are designated as being picked up by the employer and paid by the employer in accordance with CalSTRS retirement plan requirements.

PASSED AND ADOPTED this 10th day of September, 2013, by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: August 30, 2013
SUBJECT: **Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment through Direct Sale to Vendor in Lieu of Disposal Expenses**

BACKGROUND: District policy currently dictates that the disposal of equipment must meet the following conditions before a surplus is declared:

1) "Materials accumulated which have no further value to the program of the school district, from time to time, be disposed of in such a manner to provide maximum benefit to the school district." BP 3316

2) If the district is unable to use the equipment, an assessment must be made to determine which category the equipment falls under:

- Equipment about to be replaced
- Equipment beyond economic repair
- Obsolete due to changes in material make up (technology)
- Salvage and scrap
- Rubbish

3) The next step would be to sell the item for cash through the following steps:

a) "Ed Code 39520 requires the district to sell any personal property belonging to the district if the property is not required for school purposes, or if it should be disposed of for the purpose or replacement, or if it is unsatisfactory or not suitable for school use". A notice of sale would then be posted in a public place.

Or

The district can sell the equipment through an auction sale. In either case, the district reserves the right to award to the highest responsible bidder, or reject all bids.

b) If the district fails to receive a qualified bid, a private sale without advertising can take place. The Board will need to reach a unanimous decision on whether the equipment met the criteria of "not exceeds value of \$2,500".

c) If the value of the equipment is insufficient to defray cost of sale (Ed Code 39521), the district can arrange for the disposal of the equipment in a local public disposal site.

The Tracy Unified School District Director of Materials Management has declared the surplus on the damaged, obsolete and surplus furniture, computers and equipment due to the fact the inventory has been replaced with newer, more modern and structurally safe inventory. The inventory has a negative value or at best, a negligible value.

The main concerns of district staff is that we are able to eliminate warranty issues for future use of these items, we reduce or eliminate hazardous waste from hitting our landfills and lastly, if we can help out others with our items, then we utilize companies that fulfill our requirements while helping out the environment and others who are less fortunate.

When disposing of damaged, obsolete & surplus furniture and equipment, bidding for this service is not required. Yet, to ensure district assets and tax dollars are used appropriately, the district contacted several vendors, including Tracy Delta Disposal, for their respective prices. The results of our contacts with vendors has led us to create a pool of vendors to help service our needs. The vendors to be included this round of surplus equipment are: ARC International, Cali Resources, Tri Products Recycling, Universal Waste Management, Inc and e-Recycling of California.

Our surplus items will be processed under an agreement with the vendors, which outlines a salvage plan that includes pick-up of obsolete items, they assume ownership of items, the associated warranty responsibility and the costs incurred for the disposal of toxic products as stated by law. The over all value of the inventory is negative or at best negligible as has been determined by the District. The inventory will be consumed for its parts and reused through reselling channels, or lastly, after disassembly of items, will be sold to recyclers. All of these vendors provide a Certificate of Recycling and Destruction to ensure the district is safe from any hazardous materials disposal liability and guards our safety against any internal information being accessed after it is declared surplus. The District has no financial history in doing business with Tri Products Recycling or Universal Waste Management, Inc. or Cali Resources. We have two years of experience with ARC International and four recent transactions with e-Recycling of California.

RATIONALE: "Property for which no qualified bid has been received may be sold, without further advertising, by the Superintendent or designee." (Education Code 39521)

As advised by District counsel, surplus equipment and furniture should not be sold to the public unless the District is able to certify that equipment is safe. In addition, surplus should only be sold to those whom can take title of the equipment and warrant safety

through certification. The vendors listed above all provide a warranty on parts before donation or resale exchange takes place and provides a recycling program for all items that are toxic and not reused. Liability exposure to district is eliminated.

FUNDING: Cost is only the labor time to palletize and load items with a slight return possible.

RECOMMENDATION: Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment through Direct Sale to Vendor in Lieu of Disposal Expenses.

Prepared by: Gary M. Jayne, Director of Materials Management

E-WASTE INVENTORY 8/30/2013

ITEM	QUANTITY
Monitors	145
Computers	319
Printers	33
TVs	68
O/H projectors	19
VCRs	2
Power supplies	6
Typewriters	1
Telephones	2
Cords, keyboards & speakers (boxes)	35
Power Strips	25
Micro wave ovens	2
Floor Scrubbers	2
Radios	2
Lamps	19



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 30, 2013
SUBJECT: **Adopt Revised Board Policy 7215 (a) and Adopt Revised Citizens' Bond Oversight Committee Bylaws, to Allow Bond Oversight Committee Members to Serve Three Consecutive Two Year Terms (First Reading)**

BACKGROUND: Assembly Bill No. 1199 (AB-1199), chapter 73 amended Section 15282 of the Education Code, relating to school bonds. The bill extends the term of committee member appointments by one term to enable oversight committee members to serve six years instead of four. Prior law required that members of a citizens' oversight committees serve for a term of 2 years and *for no more than 2 consecutive terms*. The amendment provides that members of a citizens' oversight committee serve for a minimum term of 2 years and *for no more than 3 consecutive terms*. A local governing board is not required to appoint individuals to three terms, but this bill alleviates the need for districts to pursue waivers from the State Board of Education (SBE) to waive the term limit of members of local citizens' oversight committees to serve an additional term. The predominant reason that districts sought waivers from the SBE stem from the inability to find qualified individuals interested in serving on the committees and the need for continuity.

RATIONALE: As with elsewhere in the state, interest in filling citizens' bond oversight committee positions have waned over the years and it has become increasingly difficult to fill the committee positions. Adopting this revised policy and adopting the revised committee bylaws will allow members of the citizens' bond oversight committees to serve a total of six consecutive years rather than the current four consecutive years. Also, the author of AB-1199 states, "School construction projects can take five years or longer. Enabling oversight committee members the ability to oversee projects from beginning to end enhances accountability of local dollars, as envisioned by the authors of Proposition 39."

FUNDING: No funding implications

RECOMMENDATIONS: Adopt Revised Board Policy 7215 (a) and Adopt Revised Citizens' Bond Oversight Committee Bylaws, to Allow Bond Oversight Committee Members to Serve Three Consecutive Two Year Terms (First Reading)

Prepared by: Bonny Carter, Director of Facilities & Planning

GENERAL OBLIGATION BONDS
Citizen's Oversight Committee Policy and Regulations

I. Adoption of Policy and Regulations – Legal Authority

- 1.1 This Citizens' Oversight Committee Policy and regulations is adopted by the Board of Trustees ("Board") of the Tracy Unified School District ("District") pursuant to the provisions and requirements of Article 2 of Chapter 1.5 of Part 5 of Division I of Title I of the California Education Code (hereinafter the "Law") and pursuant to Education Code Section 35160.

II. Background

- 2.1 On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act (School Facilities: 55% Local Vote, Bonds, Taxes; Accountability Requirements). The text of Proposition 39 includes various accountability requirements including requirements for certain types of audits. In an effort to increase voter acceptance for Proposition 39, the California Legislature passed, and Governor Davis signed, Assembly Bill 1908 ("AB 1908"), which provides additional requirements relative to school district general obligation bond elections conducted pursuant to Proposition 39. Those requirements include provisions requiring school districts which are successful in Proposition 39 bond elections to establish and appoint a Citizens Oversight Committee, as required by the Law (as put into place pursuant to AB 1908). This Policy and Regulations are adopted to comply with the Law and to provide guidance as to the Committee and related matters.

III. Definitions

- 3.1 Unless the context clearly requires otherwise, or a term is differently defined within this Policy and Regulations, the terms defined in the Section III shall, for all purposes of this Policy and Regulations, have the meanings(s) herein specified.

"AB 1908" means Assembly Bill 1908 of the California 2000 Legislative Session, being Chapter 44 of Statutes of 2000.

"Board" means the Board of Trustees of the District.

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“**Bonds**” means the general obligation bonds of the District as authorized by the voters and issued pursuant to State law.

“**Committee**” means the Citizens’ Oversight Committee formed and appointed by the Board of the District pursuant to the requirements of the Law, and this Policy and Regulations.

“**District**” means the Tracy Unified School District.

“**Law**” means Article 2 of Chapter 1.5 of Part 5 of Division I of Title I of the California Education Code (being Education Code Sections 15278 *et seq.*)

“**Proposition 39**” means Proposition 39, the smaller classes, safe schools and Financial Accountability Act (school facilities; 55% local vote, bonds, taxes, accountability requirements) as approved by the California electorate on November 7, 2000.

IV **Establishment of Committee.**

- 4.1 The Committee shall be established upon the certification of successful election results of a Proposition 39 bond election by the Board subject to the purpose, parameters, policies and regulations set forth in California Law and herein.

V. **Purpose of Committee.**

- 5.1 Statutory Purpose. The purpose of the Committee shall be to inform the public, at least annually in a written report, concerning the expenditure of the bond proceeds. In carrying out this purpose the Committee shall:
- (a) Actively review and report on the proper expenditure of taxpayers’ money for school construction;
 - (b) Advise the public as to whether the District is in compliance with the requirements of Article XIII A, Section 1 (b)(3) of the California Constitution, which provides that:
 - i. Bond funds are expended only for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of

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- school facilities, or the acquisition or lease of real property for school facilities;
 - ii. No bond funds are used for any teacher or administrative salaries or other school operating expenses;
 - iii. A list of projects to be funded was included on the ballot;
 - iv. An annual independent performance audit is performed; and
 - v. An annual independent financial audit is performed.
- 5.2 The Committee shall have only those powers expressly stated in, or directly required by, State law and this Policy and Regulations.

VI Committee Composition.

- 6.1
- (a) The Committee shall consist of at least seven (7) members, subject to the provisions of Section 7.1(c) hereof.
 - (b) The Committee may not include any employee or official of the District or any vendor, contractor, or consultant of the District.
 - (c) The Committee shall include all of the following.
 - i. One member who is active in a business organization representing the business community located within the District.
 - ii. One member who is active in a senior citizen's organization;
 - iii. One member who is active in a bona fide taxpayer association;
 - iv. One member shall be the parent or guardian of a child enrolled in the District; and
 - v. One member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the Parent-Group, Parent Club, Parent Teacher Association or school site council.
 - vi. One member has been or is actively involved in the business of agriculture.

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VII Committee Appointments, Term, Officers, and Vacancies

7.1 Appointments

- (a) The initial members of the Committee shall be appointed by the Board within sixty (60) days of the date of the canvass of election results by the Board as required by the Law.
- (b) The Board may solicit applications, or provide for an application process, for appointment to the Committee in such manner as the Board shall direct. The Board may require candidates for membership on the Committee to submit information either on a stated form or to include informational criteria in a manner as may be established by the Board. Notwithstanding Section 4.1 hereof, the Board may, in its discretion, solicit applications for membership to the Committee in advance of an actual Proposition 39 general obligation bond election date as may be necessary or desirable to have adequate applicants to fill all of the required positions on the Committee and to have adequate time in which to fully and completely consider all of the applicants and their corresponding information. The solicitation of applicant information shall not require the formation of the Committee if the bond election in question is not successful.
- (c) In making its appointment, the Board shall satisfy the necessary statutory membership requirements on the Committee as set forth in Section 6.1 (c), hereof. In making its appointments to the Committee the Board may, in its discretion, consider various factors applicable to each candidate, including, but not limited to, (i) residency within the boundaries of the District, (ii) whether the candidate is a registered voter within the District, and (iii) the professional and educational background of any prospective Committee member, which may include experience in construction, property, facilities management and/or finance matters or other factors which tend to support or complement the purposes of the Committee. The Committee shall initially have seven (7) members; however, the Board retains the right to appoint additional members to the Committee provided that the Committee shall always have an odd number of members. In the event that the Law is amended to require a different or greater number of Committee members, the

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Board shall, within the time set by California law, take action to appoint appropriate Committee members as shall be required.

- (d) Any appointee to the Committee shall be required to comply with the requirements and limitations of Section 8.3 hereof.
- (e) If it is determined that if there are multiple qualified candidates beyond the number of existing vacancies, the Board may identify four alternates who can be used to fill vacancies that occur during the subsequent twelve (12) months provided that the action is compliant with sections 7.1(c), 7.2, and 7.3(b). The alternate list shall not exceed four (4) members.
- (f) Alternate Committee Members shall serve 1 year renewable terms, with no limitation on consecutive terms. Alternate members shall be full participants in the oversight process, but shall be non-voting members. However, should a quorum which consist of (4) voting members not be present at a meeting of the committee, the non-voting member shall be recognized as voting members and shall vote in order to create a quorum. Vacancy of an alternate seat shall be determined in accordance with section 7.3, including requirements to attend regularly scheduled meetings.
- (g) Appointees must submit to be fingerprinted and screened through the California Department of Justice to ensure no felony convictions are on record.

7.2 Term

- (a) Each member of the Committee shall serve for a term not to exceed two years. Three Committee members shall be designated as "one year" and four Committee members shall be designated as "two year" term members. No member of the Committee shall serve more than ~~two (2)~~ **three (3)** consecutive terms. A member of the Committee may serve multiple non-consecutive terms as the Board may determine or direct.
- (b) The term of office of a Committee member shall end upon the completion of their initial term or subsequent two-year term or, in the event that a vacancy for that Committee member's position is determined by the Board as set forth in this Policy and Regulations, until such vacancy is determined.

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- (c) Each term shall match the fiscal year of the school district. Hence, each term shall end on June 30th of the appropriate term-year as described in paragraph 7.2.a above.

7.3 Officers

- (a) The Committee shall elect a chair, a vice-chair who shall act as chair only when the chair is absent, and a secretary, which positions shall continue for a one (1) year term. Elections shall be conducted during the first regularly scheduled meeting of each fiscal year. There shall be no limitation to the number of consecutive terms which an officer may serve.
- (b) The Chair of the Committee shall preside at all meetings of the committee, maintain order, rule on parliamentary procedure, consult with the superintendent or designee on preparation of the committee agendas, confer with the superintendent or designee on crucial matters which may occur between committee meetings, enforce the rules of the committee at all meetings, and sign all official reports from the committee.
 - a. In case of the resignation, absence, or disability of the Chair, the Vice-Chair shall perform the duties of the Chair. In case of the absence of the Vice-President, the Secretary shall perform all duties of the Chair.
- (c) The Vice-Chair of the Committee shall assume the duties of the Chair in the case of his/her resignation, absence, or disability. He or she will assist the Chair in planning, organizing, and directing activities. He or she will also act as interim spokesperson when the Secretary is not available, and has the responsibility of ensuring the publication of each scheduled meeting.
- (d) The Secretary shall be the chief spokesperson of the Oversight Committee and act as liaison to the news media and the community. The spokesperson is primarily responsible for providing current information to the public and his or her statements should reflect either the consensus or the majority and minority opinions of the committee membership.

7.4 Vacancies

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- (a) Determination of Vacancy. The Board may determine that a Committee member's seat on the Committee has become vacant under any of the following circumstances;
- a. Resignation of that Committee member submitted in writing to the Board (which shall be effective upon its receipt by the Board);
 - b. Death, or a legal determination of the incapacity of that Committee member.
 - c. The Committee member relocates their principal place of residence to a location outside the boundaries of the District.
 - d. Conviction of a violation of Government Code Section 1090 *et seq.* or other applicable conflict of interest laws (see Section 8.3)
 - e. Conviction of any crime resulting in imprisonment or conviction of a felony involving moral turpitude;
 - f. The election or appointment of that Committee member to a public office which is deemed or determined to be an incompatible public office with simultaneous membership on the Committee (see Section 8.3 hereof);
 - g. If a committee member is absent from two (2) or more consecutive regularly scheduled Committee meetings, the school board may determine the position has been vacated; and/or
 - h. In the case of a Committee member who represented one (1) of the six (6) groups set forth in 6.1 (c) hereof, where that member ceases to be a member or a representative of the identified group and does not resume or restore such status within sixty (60) days of such occurrence.

(b) Attendance

- A. Committee members shall attend all regular business meetings of the Citizen's Oversight Committee.
- B. If a committee member has two or more unexcused absences for regularly scheduled committee meetings, the School Board may declare that position vacated.
- C. To be excused from any regularly scheduled committee meeting, the committee member shall notify the Oversight Committee Chairperson at least 48 hours prior to the meeting. However, if the member is unable to attend any regular meeting due to illness, injury or emergency, that same member shall notify the Oversight Committee Chairperson of the emergency within 48 hours after the

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regularly scheduled meeting. This notification shall also constitute an excuse.

- (ii) The District, on behalf of the Board, shall give at least ten (10) days prior written notice of the intent to determine a vacancy on the Committee prior to taking action thereon, and the reasons thereof, which notice shall be mailed, by United States mail first class postage prepaid, to the last known address of the Committee member in question and to the chairperson or president of the Committee. The power to make determinations as to vacancies on the Committee is expressly reserved to the Board.
- (b) In the event a vacancy is determined, such Committee position shall remain vacant until the Board appoints a new Committee member for that position. Following the determination of the vacancy on the Committee the Board shall follow the procedures set forth in Section 7.1 hereof to fill such vacancy within a reasonable period of time. The power to fill vacancies on the Committee is expressly reserved to the Board.
- (c) In making appointments to fill vacancies as set forth in this Section VII, the Board shall make appointments such that the five (5) representative groups, as set forth in Section 6.1 (c) hereof, shall be maintained.

VIII Service on Committee.

- 8.1 Service Without Compensation. As set forth in the Law, members of the Committee shall serve without compensation.
- 8.2 Non-Liability for District Debts. The private and personal property of the Committee members shall be exempt from execution or other liability for any debts, liabilities or obligations of the District or the Committee, and no Committee members shall be personally liable or responsible for any debts, liabilities or obligations of the District or the Committee except where expressly set forth in California law.
- 8.3 Conflicts of Interest and Prohibited Actions. It is the express desire and intention of the Board that members of the Committee shall not be, or have, any financial interest in the matters which they review.

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- (a) All members of the Committee, as a condition of membership on the Committee, may be requested to sign a certification declaring that such Committee appointee has no conflict of interest as to the issues which shall be before the Committee.
- (b) All members of the Committee shall expressly be subject to the limitations and requirement of Article 4 of Division 4 of Title I of the California Government Code, being Government Code Sections 1090, *et seq.*
- (c) All members of the Committee shall expressly be subject to the limitations and requirements of Article 4.7 of Division 4 of Title I of the California Government Code. Being Government Code Sections 1125, *et seq.*
- (d) All Committee members shall submit required Statements of Economic Interests, including filing annual Statements of economic Interests, pursuant to the District's current Conflict of Interest Code and California Government Code Sections 81008. All Committee members shall be required to report at a minimum under Disclosure Category II. All such Statements of Economic Interests shall be filed with the District and shall be available for public review as required by California Government Code Section 81000. *et seq.* All members of the Committee shall be furnished with a copy of the District's current Conflict of Interest Code upon their taking office as Committee members. Additionally, all persons appointed to the Committee shall be provided with a copy of this Policy and Regulations and any amendments thereto.

IX. Committee Activities and Meetings.

- 9.1 Activities of the Committee. The Committee may engage in any of the following activities in furtherance of its purpose:
 - (a) Receive and review copies of the annual performance audit (as prepared pursuant to the requirements of Proposition 39);
 - (b) Receive and review copies of the annual financial audit (as prepared pursuant to the requirements of Proposition 30);
 - (c) Inspect school facilities and grounds to ensure that bond funds are expended for the purpose set forth in the bond measure approved by the voters;
 - (d) Receive and review copies of any deferred maintenance proposal or plans developed by the District;
 - (e) Review efforts by the District to maximize bond revenues by implementing cost-saving measures, including, but not limited to:

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- (i) Mechanisms designed to reduce the cost of professional fees;
 - (ii) Mechanisms designed to reduce the costs of site preparation;
 - (iii) Recommendations regarding the joint use of core facilities;
 - (iv) Mechanisms designed to reduce costs by incorporating efficiencies in school site design; and
 - (v) Recommendations regarding the use of cost-effective and efficient reusable plans.
- (f) The Committee shall issue regular reports of the results of its activities. The Committee must issue at least one report each year.

9.2 Construction of Agenda. The superintendent or his designee, in cooperation with the Chair of the Committee, shall prepare an agenda for each regular meeting. Any committee member may contact the Superintendent or the Chair and request any item directly related to Committee business be placed on the agenda no later than five week days prior to the legally required public posting of the agenda.

- (a) The superintendent and the chair shall jointly determine if the item is or is not a matter directly related to Committee business.
- (b) The Committee may place limitations on the total time to be devoted to the matter at any meeting, and may limit the time allowed for any one person to speak on the matter at the meeting.
- (c) This provision does not prevent the board from taking testimony at regular meetings on matters which are not on the agenda which a member of the public may wish to bring before the Committee, but the Committee may take no action on such matters at that meeting.

9.3 Brown Act Compliance: Public Records.

- (a) Regular meeting dates, time, and place shall be established by the Committee and published/posted in accordance with the Ralph M. Brown Act (being Government Sections 54950 *et seq.*) and applicable District posting procedures. All Committee proceedings shall be open to the public and shall be subject to the provisions of the Ralph M. Brown Act. The Committee may adopt rules and regulations guidelines or similar procedures as may be necessary or desirable in order to comply with the requirements of the Ralph M. Brown Act.
- (d) All documents received by the Committee, Committee minutes and reports issued by the Committee shall be a matter of public record.

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X. Technical and Administrative Support.

- 10.1 Statutory Requirement. The Board of the District, without any use of Bond funds, shall provide the Committee with:
- (a) Any necessary technical assistance and administrative assistance in furtherance of the Committee's purpose; and
 - (b) Sufficient resources to publicize the conclusions of the Committee (including establishing, operating and updating the Committee Internet Website).
- 10.2 Administrative Support. Administrative support provided by District staff to the Committee shall include all of the following:
- (a) Preparing, mailing and posting agendas for meetings of the Committee in compliance with the Ralph M. Brown Act;
 - (b) Preparing and submitting documents (including agenda materials) to the Committee members and to members of the public in compliance with the Ralph M. Brown Act;
 - (c) Arranging for meeting locations and preparing meeting facilities for scheduled meetings of the Committee;
 - (d) The taking, transcribing, providing and maintaining of minutes of the Committee meetings which minutes shall, at a minimum, include an identification of all Committee members present and absent at any meeting of the Committee and a statement of the vote on each issue of business directed, determined or set out by the Committee; and
 - (e) Maintaining Committee records and responding to public records act requests directed to the Committee which public records act requests and responses shall be handled according to the same procedures as are applicable to the District under its public records act policy.

District staff shall provide the following technical support to the Committee:

- (a) Arranging tours and inspections of school facilities and grounds as may be reasonably scheduled by the Committee as set forth in Section 9.1(c) above.
- (b) Providing audits, and written reports as provided for in Section 9.1 above, and providing, operating, maintaining and updating the Committee Internet Website as set forth in Section 10.3, hereof.
- (c) The District shall, in compliance with Section 10.1 hereof, provide sufficient administrative support and technical resources to conform

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with the directives and requirements set forth in the Law and within this Policy and Regulations. In covering such costs, the District shall cover such costs as are reasonably necessary or required under California law and this Policy and Regulations in furtherance of the Committee's express purpose. In the event of a question relating to whether an expense of the Committee is reasonably necessary, such determination shall lie within the purview of the Superintendent of the District, who shall have the responsibility to provide a final determination on approval of such cost(s).

- 10.3 Committee Internet Website Education Code Section 15280(b) requires that certain documents relating to the Committee be made available on an Internet Website maintained by the District. The cost to operate, maintain and update the Committee Internet Website shall be the responsibility of the District. The Committee Internet Website may be included within an existing Website operated by the District or may be operated separately. The following documents and information shall appear on the Committee Internet Website and shall be updated from time to time:
 - (a) Minutes of Committee meetings;
 - (b) Reports issued by the Committee; and
 - (c) Documents received by the Committee.

- 10.4 Presentation of Reports. Reports, including the annual report of the Committee, and recommendations of the Committee shall be presented to the Board. Committee recommendations for specific actions shall be forwarded to the Board and such District staff members as such recommendations shall concern.

XI. Disbanding of Committee; Records.

- 11.1 The Committee shall be disbanded at the end of the fiscal year in which:
 - (a) All Proposition 39 bond proceeds and earnings thereon have been expended;
 - (b) The Committee has issued its final annual report as required under Section 9.1(f) above; and
 - (c) The Committee has completed and conducted its final meeting which shall be scheduled after notice of 11.1(a) hereof occurs.

- 11.2 In the event that the Committee is disbanded and the Districts succeeds in a later bond election where the provisions of Proposition 39 and the Law are applicable, the Board may, depending upon the passage of time, either

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reconstitute the last seated Committee or appoint new Committee members. Such determination shall be in the sole and absolute discretion of the Board.

- 11.3 All records of the Committee shall be kept by the District (pursuant to its records retention policy) for a period of at least two (2) years after the disbanding of the Committee as provided for herein.

XII. Amendment of Policy and Regulations.

- 12.1 The Policy and Regulations set forth herein shall be subject to such later and further amendments and modifications by the Board as may be required by State law or may be reasonably necessary in fulfilling the purpose of the Committee or in the efficient administering of the business of the Committee.

XIII. POWERS RESERVED TO THE GOVERNING BOARD

- 13.1 In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds for approved bond projects:
 - (b) Projects financed through the State of California, developer fees, redevelopment tax increment, certificates of participation, CFD Bonds, the general fund or the sale of surplus property without bond proceeds shall be outside the authority of the Committee.
 - (c) The establishment of priorities and order of construction for the bond projects shall be made by the Governing Board of the District at its sole discretion.
 - (d) The selection of architects, engineers, soils engineers, construction managers, project managers, CEQA consultants and such other professional service firms as are required to complete the project based on District criteria established by the Board is at its sole discretion.
 - (e) The approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction methods (modular vs. permanent) by the Board is at its sole discretion and the Board shall report to the Committee on any cost saving techniques considered or adopted by the Board.
 - (f) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the activities of the Committee shall be the responsibility of the Governing Board

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- (g) The approval of an annual budget for the Committee that is sufficient to carry out the activities set forth in Proposition 39 and included herein shall be the responsibility of the Governing Board.
- (h) The allocation of State School Building Program grant funds to projects in the order and in an amount determined by the Board is at its sole discretion.
- (i) The adoption of a plan for publicizing the activities of the Committee and the determination as to whether a mailer, a newspaper notice or website materials would best suit the distribution of the Committee's findings and recommendations is at the sole discretion of the Governing Board.
- (j) The amendment or modification of the Procedures, Policies & Guidelines for the Committee as provided herein shall be the responsibility of the Governing Board, subject to the legal requirements of Proposition 39.
- (k) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted by the Governing Board is at its sole discretion as part of carrying out the Board's function under Proposition 39.
- (l) Amendment of Policy and Regulations.

Adopted: 10/22/02

Revised: 04/24/07

CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS

I. Adoption of Policy and Regulations – Legal Authority

- 1.1 This Citizens' Oversight Committee Policy and regulations is adopted by the Board of Trustees ("Board") of the Tracy Unified School District ("District") pursuant to the provisions and requirements of Article 2 of Chapter 1.5 of Part 5 of Division I of Title I of the California Education Code (hereinafter the "Law") and pursuant to Education Code Section 35160.

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CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS

“**Bonds**” means the general obligation bonds of the District as authorized by the voters and issued pursuant to State law.

“**Committee**” means the Citizens’ Oversight Committee formed and appointed by the Board of the District pursuant to the requirements of the Law, and this Policy and Regulations.

“**District**” means the Tracy Unified School District.

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“**Proposition 39**” means Proposition 39, the smaller classes, safe schools and Financial Accountability Act (school facilities; 55% local vote, bonds, taxes, accountability requirements) as approved by the California electorate on November 7, 2000.

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- (a) Actively review and report on the proper expenditure of taxpayers’ money for school construction;
 - (b) Advise the public as to whether the District is in compliance with the requirements of Article XIII A, Section 1 (b)(3) of the California Constitution, which provides that:
 - i. Bond funds are expended only for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities;

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- ii. No bond funds are used for any teacher or administrative salaries or other school operating expenses;
- iii. A list of projects to be funded was included on the ballot;
- iv. An annual independent performance audit is performed; and
- v. An annual independent financial audit is performed.

5.2 The Committee shall have only those powers expressly stated in, or directly required by, State law and this Policy and Regulations.

VI Committee Composition.

6.1

- (a) The Committee shall consist of at least seven (7) members, subject to the provisions of Section 7.1(c) hereof.
- (b) The Committee may not include any employee or official of the District or any vendor, contractor, or consultant of the District.
- (c) The Committee shall include all of the following.
 - i. One member who is active in a business organization representing the business community located within the District.
 - ii. One member who is active in a senior citizen's organization;
 - iii. One member who is active in a bona fide taxpayer association;
 - iv. One member shall be the parent or guardian of a child enrolled in the District; and
 - v. One member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the Parent-Group, Parent Club, Parent Teacher Association or school site council.
 - vi. One member has been or is actively involved in the business of agriculture.

**CITIZENS' BOND OVERSIGHT COMMITTEE
BYLAWS**

VII Committee Appointments, Term, Officers, and Vacancies

7.1 Appointments

- (a) The initial members of the Committee shall be appointed by the Board within sixty (60) days of the date of the canvass of election results by the Board as required by the Law.
- (b) The Board may solicit applications, or provide for an application process, for appointment to the Committee in such manner as the Board shall direct. The Board may require candidates for membership on the Committee to submit information either on a stated form or to include informational criteria in a manner as may be established by the Board. Notwithstanding Section 4.1 hereof, the Board may, in its discretion, solicit applications for membership to the Committee in advance of an actual Proposition 39 general obligation bond election date as may be necessary or desirable to have adequate applicants to fill all of the required positions on the Committee and to have adequate time in which to fully and completely consider all of the applicants and their corresponding information. The solicitation of applicant information shall not require the formation of the Committee if the bond election in question is not successful.
- (c) In making its appointment, the Board shall satisfy the necessary statutory membership requirements on the Committee as set forth in Section 6.1 (c), hereof. In making its appointments to the Committee the Board may, in its discretion, consider various factors applicable to each candidate, including, but not limited to, (i) residency within the boundaries of the District, (ii) whether the candidate is a registered voter within the District, and (iii) the professional and educational background of any prospective Committee member, which may include experience in construction, property, facilities management and/or finance matters or other factors which tend to support or complement the purposes of the Committee. The Committee shall initially have seven (7) members; however, the Board retains the right to appoint additional members to the Committee provided that the Committee shall always have an odd number of members. In the event that the Law is amended to require a different or greater number of Committee members, the Board shall, within the time set by California law, take action to appoint appropriate Committee members as shall be required.

CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS

- (d) Any appointee to the Committee shall be required to comply with the requirements and limitations of Section 8.3 hereof.
- (e) If it is determined that if there are multiple qualified candidates beyond the number of existing vacancies, the Board may identify four alternates who can be used to fill vacancies that occur during the subsequent twelve (12) months provided that the action is compliant with sections 7.1(c), 7.2, and 7.3(b). The alternate list shall not exceed four (4) members.
- (f) Alternate Committee Members shall serve 1 year renewable terms, with no limitation on consecutive terms. Alternate members shall be full participants in the oversight process, but shall be non-voting members. However, should a quorum which consists of (4) voting members not be present at a meeting of the committee, the non-voting members shall be recognized as voting members and shall vote in order to create a quorum. Vacancy of an alternate seat shall be determined in accordance with section 7.3, including requirements to attend regularly scheduled meetings.
- (g) Appointees must submit to be fingerprinted and screened through the California Department of Justice to ensure no felony convictions are on record.

7.2 Term

- (a) Each member of the Committee shall serve for a term not to exceed two years. Three Committee members shall be designated as “one year” and four Committee members shall be designated as “two year” term members. No member of the Committee shall serve more than ~~two (2)~~ *three (3)* consecutive terms. A member of the Committee may serve multiple non-consecutive terms as the Board may determine or direct.
- (b) The term of office of a Committee member shall end upon the completion of their initial term or subsequent two-year term or, in the event that a vacancy for that Committee member’s position is determined by the Board as set forth in this Policy and Regulations, until such vacancy is determined.
- (c) Each term shall match the fiscal year of the school district. Hence, each term shall end on June 30th of the appropriate term-year as described in paragraph 7.2.a above.

7.3 Officers

- (a) The Committee shall elect a chair, a vice-chair who shall act as chair only when the chair is absent, and a secretary, which positions shall continue for a one (1) year term. Elections shall be conducted

CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS

during the first regularly scheduled meeting of each fiscal year. There shall be no limitation to the number of consecutive terms which an officer may serve.

- (b) The Chair of the Committee shall preside at all meetings of the committee, maintain order, rule on parliamentary procedure, consult with the superintendent or designee on preparation of the committee agendas, confer with the superintendent or designee on crucial matters which may occur between committee meetings, enforce the rules of the committee at all meetings, and sign all official reports from the committee.
 - a. In case of the resignation, absence, or disability of the Chair, the Vice-Chair shall perform the duties of the Chair. In case of the absence of the Vice-President, the Secretary shall perform all duties of the Chair.
- (c) The Vice-Chair of the Committee shall assume the duties of the Chair in the case of his/her resignation, absence, or disability. He or she will assist the Chair in planning, organizing, and directing activities. He or she will also act as interim spokesperson when the Secretary is not available, and has the responsibility of ensuring the publication of each scheduled meeting.
- (d) The Secretary shall be the chief spokesperson of the Oversight Committee and act as liaison to the news media and the community. The spokesperson is primarily responsible for providing current information to the public and his or her statements should reflect either the consensus or the majority and minority opinions of the committee membership.

7.4 Vacancies

- (a) Determination of Vacancy. The Board may determine that a Committee member's seat on the Committee has become vacant under any of the following circumstances;
 - a. Resignation of that Committee member submitted in writing to the Board (which shall be effective upon its receipt by the Board);
 - b. Death, or a legal determination of the incapacity of that Committee member.
 - c. The Committee member relocates their principal place of residence to a location outside the boundaries of the District.
 - d. Conviction of a violation of Government Code Section 1090 *et seq.* or other applicable conflict of interest laws (see Section 8.3)

**CITIZENS' BOND OVERSIGHT COMMITTEE
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- e. Conviction of any crime resulting in imprisonment or conviction of a felony involving moral turpitude;
- f. The election or appointment of that Committee member to a public office which is deemed or determined to be an incompatible public office with simultaneous membership on the Committee (see Section 8.3 hereof);
- g. If a committee member is absent from two (2) or more consecutive regularly scheduled Committee meetings, the school board may determine the position has been vacated; and/or
- h. In the case of a Committee member who represented one (1) of the six (6) groups set forth in 6.1 (c) hereof, where that member ceases to be a member or a representative of the identified group and does not resume or restore such status within sixty (60) days of such occurrence.

(b) Attendance

- A. Committee members shall attend all regular business meetings of the Citizen's Oversight Committee.
- B. If a committee member has two or more unexcused absences for regularly scheduled committee meetings, the School Board may declare that position vacated.
- C. To be excused from any regularly scheduled committee meeting, the committee member shall notify the Oversight Committee Chairperson at least 48 hours prior to the meeting. However, if the member is unable to attend any regular meeting due to illness, injury or emergency, that same member shall notify the Oversight Committee Chairperson of the emergency within 48 hours after the regularly scheduled meeting. This notification shall also constitute an excuse.

(ii) The District, on behalf of the Board, shall give at least ten (10) days prior written notice of the intent to determine a vacancy on the Committee prior to taking action thereon, and the reasons thereof, which notice shall be mailed, by United States mail first class postage prepaid, to the last known address of the Committee member in question and to the chairperson or president of the Committee. The power to make determinations as to vacancies on the Committee is expressly reserved to the Board.

- (b) In the event a vacancy is determined, such Committee position shall remain vacant until the Board appoints a new Committee member for that position. Following the determination of the vacancy on the Committee the Board shall

**CITIZENS' BOND OVERSIGHT COMMITTEE
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follow the procedures set forth in Section 7.1 hereof to fill such vacancy within a reasonable period of time. The power to fill vacancies on the Committee is expressly reserved to the Board.

- (c) In making appointments to fill vacancies as set forth in this Section VII, the Board shall make appointments such that the five (5) representative groups, as set forth in Section 6.1 (c) hereof, shall be maintained.

VIII Service on Committee.

- 8.1 Service Without Compensation. As set forth in the Law, members of the Committee shall serve without compensation.
- 8.2 Non-Liability for District Debts. The private and personal property of the Committee members shall be exempt from execution or other liability for any debts, liabilities or obligations of the District or the Committee, and no Committee members shall be personally liable or responsible for any debts, liabilities or obligations of the District or the Committee except where expressly set forth in California law.
- 8.3 Conflicts of Interest and Prohibited Actions. It is the express desire and intention of the Board that members of the Committee shall not be, or have, any financial interest in the matters which they review.
 - (a) All members of the Committee, as a condition of membership on the Committee, may be requested to sign a certification declaring that such Committee appointee has no conflict of interest as to the issues which shall be before the Committee.
 - (b) All members of the Committee shall expressly be subject to the limitations and requirement of Article 4 of Division 4 of Title I of the California Government Code, being Government Code Sections 1090, *et seq.*
 - (c) All members of the Committee shall expressly be subject to the limitations and requirements of Article 4.7 of Division 4 of Title I of the California Government Code. Being Government Code Sections 1125, *et seq.*
 - (d) All Committee members shall submit required Statements of Economic Interests, including filing annual Statements of economic Interests, pursuant to the District's current Conflict of Interest Code and California Government Code Sections 81008. All Committee members shall be required to report at a minimum under Disclosure Category II. All such Statements of Economic Interests shall be filed with the District and shall be available for public review as required by California Government Code Section 81000. *et seq.* All members of the Committee shall be furnished with a copy of the

CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS

District's current Conflict of Interest Code upon their taking office as Committee members. Additionally, all persons appointed to the Committee shall be provided with a copy of this Policy and Regulations and any amendments thereto.

IX. Committee Activities and Meetings.

- 9.1 Activities of the Committee. The Committee may engage in any of the following activities in furtherance of its purpose:
- (a) Receive and review copies of the annual performance audit (as prepared pursuant to the requirements of Proposition 39);
 - (b) Receive and review copies of the annual financial audit (as prepared pursuant to the requirements of Proposition 30);
 - (c) Inspect school facilities and grounds to ensure that bond funds are expended for the purpose set forth in the bond measure approved by the voters;
 - (d) Receive and review copies of any deferred maintenance proposal or plans developed by the District;
 - (e) Review efforts by the District to maximize bond revenues by implementing cost-saving measures, including, but not limited to:
 - (i) Mechanisms designed to reduce the cost of professional fees;
 - (ii) Mechanisms designed to reduce the costs of site preparation;
 - (iii) Recommendations regarding the joint use of core facilities;
 - (iv) Mechanisms designed to reduce costs by incorporating efficiencies in school site design; and
 - (v) Recommendations regarding the use of cost-effective and efficient reusable plans.
 - (f) The Committee shall issue regular reports of the results of its activities. The Committee must issue at least one report each year.
- 9.2 Construction of Agenda. The superintendent or his designee, in cooperation with the Chair of the Committee, shall prepare an agenda for each regular meeting. Any committee member may contact the Superintendent or the Chair and request any item directly related to Committee business be placed on the agenda no later than five week days prior to the legally required public posting of the agenda.
- (a) The superintendent and the chair shall jointly determine if the item is or is not a matter directly related to Committee business.

**CITIZENS' BOND OVERSIGHT COMMITTEE
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- (b) The Committee may place limitations on the total time to be devoted to the matter at any meeting, and may limit the time allowed for any one person to speak on the matter at the meeting.
- (c) This provision does not prevent the board from taking testimony at regular meetings on matters which are not on the agenda which a member of the public may wish to bring before the Committee, but the Committee may take no action on such matters at that meeting.

9.3 Brown Act Compliance: Public Records.

- (a) Regular meeting dates, time, and place shall be established by the Committee and published/posted in accordance with the Ralph M. Brown Act (being Government Sections 54950 *et seq.*) and applicable District posting procedures. All Committee proceedings shall be open to the public and shall be subject to the provisions of the Ralph M. Brown Act. The Committee may adopt rules and regulations guidelines or similar procedures as may be necessary or desirable in order to comply with the requirements of the Ralph M. Brown Act.
- (d) All documents received by the Committee, Committee minutes and reports issued by the Committee shall be a matter of public record.

X. Technical and Administrative Support.

10.1 Statutory Requirement. The Board of the District, without any use of Bond funds, shall provide the Committee with:

- (a) Any necessary technical assistance and administrative assistance in furtherance of the Committee's purpose; and
- (b) Sufficient resources to publicize the conclusions of the Committee (including establishing, operating and updating the Committee Internet Website).

10.2 Administrative Support. Administrative support provided by District staff to the Committee shall include all of the following:

- (a) Preparing, mailing and posting agendas for meetings of the Committee in compliance with the Ralph M. Brown Act;
- (b) Preparing and submitting documents (including agenda materials) to the Committee members and to members of the public in compliance with the Ralph M. Brown Act;
- (c) Arranging for meeting locations and preparing meeting facilities for scheduled meetings of the Committee;
- (d) The taking, transcribing, providing and maintaining of minutes of the Committee meetings which minutes shall, at a minimum, include an identification of all Committee members present and absent at any

CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS

- meeting of the Committee and a statement of the vote on each issue of business directed, determined or set out by the Committee; and
- (e) Maintaining Committee records and responding to public records act requests directed to the Committee which public records act requests and responses shall be handled according to the same procedures as are applicable to the District under its public records act policy.

District staff shall provide the following technical support to the Committee:

- (a) Arranging tours and inspections of school facilities and grounds as may be reasonably scheduled by the Committee as set forth in Section 9.1(c) above.
 - (b) Providing audits, and written reports as provided for in Section 9.1 above, and providing, operating, maintaining and updating the Committee Internet Website as set forth in Section 10.3, hereof.
 - (c) The District shall, in compliance with Section 10.1 hereof, provide sufficient administrative support and technical resources to conform with the directives and requirements set forth in the Law and within this Policy and Regulations. In covering such costs, the District shall cover such costs as are reasonably necessary or required under California law and this Policy and Regulations in furtherance of the Committee's express purpose. In the event of a question relating to whether an expense of the Committee is reasonably necessary, such determination shall lie within the purview of the Superintendent of the District, who shall have the responsibility to provide a final determination on approval of such cost(s).
- 10.3 Committee Internet Website Education Code Section 15280(b) requires that certain documents relating to the Committee be made available on an Internet Website maintained by the District. The cost to operate, maintain and update the Committee Internet Website shall be the responsibility of the District. The Committee Internet Website may be included within an existing Website operated by the District or may be operated separately. The following documents and information shall appear on the Committee Internet Website and shall be updated from time to time:
- (a) Minutes of Committee meetings;
 - (b) Reports issued by the Committee; and
 - (c) Documents received by the Committee.
- 10.4 Presentation of Reports. Reports, including the annual report of the Committee, and recommendations of the Committee shall be presented to the Board. Committee recommendations for specific actions shall be

**CITIZENS' BOND OVERSIGHT COMMITTEE
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forwarded to the Board and such District staff members as such recommendations shall concern.

XI. Disbanding of Committee; Records.

- 11.1 The Committee shall be disbanded at the end of the fiscal year in which:
- (a) All Proposition 39 bond proceeds and earnings thereon have been expended;
 - (b) The Committee has issued its final annual report as required under Section 9.1(f) above; and
 - (c) The Committee has completed and conducted its final meeting which shall be scheduled after notice of 11.1(a) hereof occurs.
- 11.2 In the event that the Committee is disbanded and the Districts succeeds in a later bond election where the provisions of Proposition 39 and the Law are applicable, the Board may, depending upon the passage of time, either reconstitute the last seated Committee or appoint new Committee members. Such determination shall be in the sole and absolute discretion of the Board.
- 11.3 All records of the Committee shall be kept by the District (pursuant to its records retention policy) for a period of at least two (2) years after the disbanding of the Committee as provided for herein.

XII. Amendment of Policy and Regulations.

- 12.1 The Policy and Regulations set forth herein shall be subject to such later and further amendments and modifications by the Board as may be required by State law or may be reasonably necessary in fulfilling the purpose of the Committee or in the efficient administering of the business of the Committee.

XIII. POWERS RESERVED TO THE GOVERNING BOARD

- 13.1 In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds for approved bond projects:
- (b) Projects financed through the State of California, developer fees, redevelopment tax increment, certificates of participation, CFD Bonds, the general fund or the sale of surplus property without bond proceeds shall be outside the authority of the Committee.

**CITIZENS' BOND OVERSIGHT COMMITTEE
BYLAWS**

- (c) The establishment of priorities and order of construction for the bond projects shall be made by the Governing Board of the District at its sole discretion.
- (d) The selection of architects, engineers, soils engineers, construction managers, project managers, CEQA consultants and such other professional service firms as are required to complete the project based on District criteria established by the Board is at its sole discretion.
- (e) The approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction methods (modular vs. permanent) by the Board is at its sole discretion and the Board shall report to the Committee on any cost saving techniques considered or adopted by the Board.
- (f) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the activities of the Committee shall be the responsibility of the Governing Board
- (g) The approval of an annual budget for the Committee that is sufficient to carry out the activities set forth in Proposition 39 and included herein shall be the responsibility of the Governing Board.
- (h) The allocation of State School Building Program grant funds to projects in the order and in an amount determined by the Board is at its sole discretion.
- (i) The adoption of a plan for publicizing the activities of the Committee and the determination as to whether a mailer, a newspaper notice or website materials would best suit the distribution of the Committee's findings and recommendations is at the sole discretion of the Governing Board.
- (j) The amendment or modification of the Procedures, Policies & Guidelines for the Committee as provided herein shall be the responsibility of the Governing Board, subject to the legal requirements of Proposition 39.
- (k) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted by the Governing Board is at its sole discretion as part of carrying out the Board's function under Proposition 39.
- (l) Amendment of Policy and Regulations.

Adopted: 4/24/07



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: August 30, 2013
SUBJECT: **Adopt Resolution 13-10 Approving the Application Authorizing Designated Personnel to Sign Contract Documents**

BACKGROUND: Pursuant to Sections 42632 through 42666 of the California Education Code require that each order drawn on the funds of a school district shall be signed by at least a majority of the members of the governing board of the district, or by a person or persons authorized by the governing board to sign orders in its name. No person other than such a designated officer or employee of the district shall be authorized to sign such orders. Furthermore, the governing board of each school district shall be responsible for filing or causing to be filed with the county superintendent of schools the verified signature of each person authorized to sign orders in its name.

RATIONALE: Resolution 13-10 defines, authorizes, includes, and appoints as agents, delegates, empowers, and authorizes certain employees of the Tracy Unified School District to sign orders, payroll, payments to vendors, and other official documents on its behalf.

FUNDING: There are no costs associated with this agenda item

RECOMMENDATION: Adopt Resolution 13-10 Approving the Application Authorizing Designated Personnel to Sign Contract Documents



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION 13-10**

Approving the Application Authorizing
Designated Personnel to Sign Contract Documents

WHEREAS, sections 42632 through 42666 of the California Education Code require that each order drawn on the funds of a school district shall be signed by at least a majority of the members of the governing board of the district, or by a person or persons authorized by the governing board to sign orders in its name; and

WHEREAS, no person other than such a designated officer or employee of the district shall be authorized to sign such orders; and

WHEREAS, the governing board of each school district shall be responsible for filing or causing to be filed with the county superintendent of schools the verified signature of each person authorized to sign orders in its name, and

WHEREAS, the Tracy Unified School District Board of Trustees desires to designate those individuals who are authorized to sign contracts on behalf of the district.

NOW, THEREFORE BE IT RESOLVED, that the Tracy Unified School District Board of Trustees hereby authorizes the following individuals to sign contracts on behalf of the district:

- | | |
|----------------------|--|
| Dr. James Franco | Superintendent |
| Dr. Casey J. Goodall | Associate Superintendent, Business Services |
| Dr. Sheila Harrison | Assistant Superintendent, Human Resources and Educational Services |
| Reed C. Call | Director, Financial Services |
| Bonny Carter | Director, Facilities Development and Planning |
| Gary Jayne | Director, Materials Management (Purchase Orders Only) |
| John Heerema | Director, Transportation (Transportation Contracts Only) |

PASSED AND ADOPTED THIS _____ day of _____, 2013 by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

Attested:

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

Clerk
Board of Trustees
Tracy Unified School District

Tracy Unified School District
Verification of Authorized Signatures

Dr. James Franco	Superintendent
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Dr. Casey J. Goodall	Associate Superintendent, Business Services
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Dr. Sheila Harrison	Assistant Superintendent, Human Resources and Educational Services
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Reed C. Call	Director, Financial Services
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Bonny Carter	Director, Facilities Development and Planning
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Gary Jayne	Director, Materials Management (Purchase Orders Only)
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John Heerema	Director, Transportation (Transportation Contracts Only)
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Verification: I, Gregg Crandall, being duly elected, qualified and acting Clerk of the Board of Trustees of the Tracy Unified School District of San Joaquin County, State of California, on penalty of perjury, affirm and verify that the above signatures are, of my own knowledge, the true signatures of said persons.

Gregg Crandall, Clerk
Board of Trustees
Tracy Unified School District



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 30, 2013
SUBJECT: Approve the Unaudited Statement of Receipts and Expenditures for the 2012-2013 Fiscal Year

BACKGROUND: Education Code Section 42100 requires that the governing board, on a form prescribed by the Superintendent of Public Instruction, submit an annual statement of all receipts and expenditures of the district for the preceding year and file that statement with the county superintendent of schools. This document is commonly known as the “unaudited actuals.”

RATIONALE: The information compiled in this report is the basis for the annual financial audit. The county superintendent of schools is required to verify the mathematical accuracy of the unaudited actual statement and transmit a copy to the Superintendent of Public Instruction.

FUNDING: The unaudited actuals report has no direct impact on funding, however, the information about past year revenues and expenses establishes an increased beginning balance for the 2013-14 budget, which will be considered in a future update to the current year budget.

RECOMMENDATION: Approve the Unaudited Statement of Receipts and Expenditures for the 2012-2013 Fiscal Year

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: August 28, 2013
SUBJECT: Adopt Revised Board Policy 5116.1, Intra-District Open Enrollment (Second Reading)

BACKGROUND: The Tracy Unified School District Board acknowledged Board Policy 5116.1 on June 18, 2013, pursuant to Education Code 35160.5 which mandates that governing boards establish an Open Enrollment policy within the District for residents of the District.

RATIONALE: Revise Board Policy 5116.1 in accordance with the current existing California Education Codes, laws, and California School Advisory Board (GAMUT). This revision complies with District Strategic Goal #1: Prepare all students for college and careers; and District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: None

RECOMMENDATION: Adopt Revised Board Policy 5116.1, Intra-District Open Enrollment (Second Reading)

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

Intra-District Open Enrollment

~~The Board of Trustees desires to provide options that meet the diverse needs, potential and interests of district students and shall annually review enrollment options. The Superintendent or designee shall establish procedures for the selection and transfer of students among district schools in accordance with law, Board policy, and administrative regulation.~~

The Governing Board desires to provide enrollment options that meet the diverse needs and interests of District students and parents/guardians, while also balancing enrollment in order to maximize the efficient use of District facilities. The Superintendent or designee shall establish procedures for the selection and transfer of students among District schools in accordance with law, Board Policy, and Administrative Regulation.

The parents/guardians of any student who resides within District boundaries may apply to enroll their child in any District school, regardless of the location of residence within the District. (Education Code 35160.5)

~~The parents or guardians of each school-age child who is a resident in the district may identify the school the child wishes to attend, irrespective of the particular locations of his or her residence within the district, except that the district shall retain the authority to maintain appropriate racial and ethnic balances and class size among its respective schools at the school district's discretion or as specified in applicable court ordered or voluntary desegregation plans.~~

The Superintendent or designee shall calculate each school's capacity in a non-arbitrary manner using student enrollment and available space. (Education Code 35160.5)

The Board shall annually review this policy. (Education Code 35160.5, 48980)

Enrollment Priorities

No student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area. (Education Code 35160.5)

Priority for attendance outside a student's attendance area shall be given as follows:

- 1. Any student enrolled in a District school that has been identified on the state's Open Enrollment List. (Education Code 48354)**
2. If a district school receiving Title I funds is identified for program improvement, corrective action, or restructuring, all students enrolled in that school shall be provided an option to transfer to another district school or charter school. (20 USC 6316)

Intra-District Open Enrollment

(cf. 0420.4—Charter Schools)

(cf. 0520.2—Title I Program Improvement Schools)

(cf. 6171—Title I Programs)

3. If while on school grounds a student becomes the victim of a violent criminal offense, he/she shall be provided an option to transfer to another district school or charter school. (20 USC 7912)

3. If a student attends a school designated by the California Department of Education as "persistently dangerous," he/she shall be provided an option to transfer to another district school or charter school. (20 USC 7912; 5 CCR 11992)

(cf. 0450 - Comprehensive Safety Plan)

4. The Superintendent or designee may approve a student's transfer to a district school that is at capacity and otherwise closed to transfers upon finding that special circumstances exist that might be harmful or dangerous to the student in the current attendance area, including, but not limited to, threats of bodily harm or threats to the emotional stability of the student.

To grant priority under these circumstances, the Superintendent or designee must have received either: (Education Code 35160.5)

- a. A written statement from a representative of an appropriate state or local agency, such as a law enforcement official, social worker, or a properly licensed or registered professional, such as a psychiatrist, psychologist, or marriage and family therapist
 - b. A court order, including a temporary restraining order and injunction
5. Priority may be given to siblings of students already in attendance in that school.
6. Priority may be given to any student whose parent/guardian is assigned to that school as his/her primary place of employment.

Application and Selection Process

In order to ensure that priorities for enrollment in district schools are implemented in accordance with law, applications for intra-district open enrollment shall be submitted between October 1st through January 1st of the school year preceding the school year for which the transfer is requested.

The Superintendent or designee shall calculate each school's capacity in a non-arbitrary manner using student enrollment and available space. (Education Code 35160.5)

TUSD Adopted: ~~June 25, 2013~~-TBD

Intra-District Open Enrollment

For all other applications for enrollment from outside a school's attendance area, the Superintendent or designee shall use a random, unbiased selection process to determine who shall be admitted whenever the school receives admission requests that are in excess of the school's capacity.

A school's capacity shall be calculated in a non-arbitrary manner using student enrollment and available space. (Education Code 35160.5)

Enrollment decisions shall not be based on a student's academic or athletic performance, except that existing entrance criteria for specialized schools or programs may be used provided that the criteria are uniformly applied to all applicants. Academic performance may be used to determine eligibility for, or placement in, programs for gifted and talented students. The criteria shall be uniformly applied to all applicants. (Education Code 35160.5)

Transportation

Except as required by 20 USC 6316 for transfers out of Title I PI schools, the district shall not be obligated to provide transportation for students who attend school outside their attendance area.

Reviewing Policy

The Board shall annually review this policy. (Education Code 35160.5, 48980)

Legal Reference:

EDUCATION CODE

200 Prohibition against discrimination

35160.5 District policies; rules and regulations

35291 Rules

35351 Assignment of students to particular schools

46600-46611 Interdistrict attendance agreements

48200 Compulsory attendance

48204 Residency requirements for school attendance

48300-48316 Student attendance alternatives, school district of choice program

48350-48361 Open Enrollment Act

48980 Notice at beginning of term

CODE OF REGULATIONS, TITLE 5

11992-11994 Definition of persistently dangerous schools

UNITED STATES CODE, TITLE 20

6316 Transfers from program improvement schools

7912 Transfers from persistently dangerous schools

CODE OF FEDERAL REGULATIONS, TITLE 34

TUSD Adopted: June 25, 2013-TBD

Intra-District Open Enrollment

- 200.36 Dissemination of information
- 200.37 Notice of program improvement status, option to transfer
- 200.39 Program improvement, transfer option
- 200.42 Corrective action, transfer option
- 200.43 Restructuring, transfer option
- 200.44 Public school choice, program improvement schools
- 200.48 Transportation funding for public school choice

COURT DECISIONS

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

ATTORNEY GENERAL OPINIONS

85 Ops.Cal.Atty.Gen. 95 (2002)

Management Resources:

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Unsafe School Choice Option, May 2004

Public School Choice, February 2004

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Unsafe School Choice Option:

<http://www.cde.ca.gov/ls/ss/se/usco.asp>

U.S. Department of Education, No Child Left Behind: <http://www.nclb.gov>



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: August 28, 2013
SUBJECT: Acknowledge Revised Administrative Regulation 5116.1, Intra-District Open Enrollment (Second Reading)

BACKGROUND: The Tracy Unified School District Board acknowledged Administrative Regulation 5116.1 on June 18, 2013, pursuant to Education Code 35160.5 which mandates that governing boards establish an open enrollment policy within the District for residents of the District.

RATIONALE: Revise Administrative Regulation 5116.1 in accordance with the current existing California Education Codes, laws, and California School Advisory Board (GAMUT). This revision complies with District Strategic Goal #1: Prepare all students for college and careers; and District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: None.

RECOMMENDATION: Acknowledge Revised Administrative Regulation 5116.1, Intra-District Open Enrollment (Second Reading)

Prepared by: Mr. Paul Hall, Director Student Services & Curriculum.

INTRADISTRICT OPEN ENROLLMENT

1. Purpose and Scope

The Board of Trustees desires to provide options for schools of choice dependent upon space available.

No student currently residing within a school's attendance area shall be displaced by another student. (Education Code 35160.5)

The parents/guardians of any student who resides within district boundaries may apply to enroll their child in any district school, regardless of the location of residence within the district. (Education Code 35160.5)

If a district school receiving Title I funds are identified for program improvement, corrective action or restructuring, all students enrolled in that school shall be provided an option to transfer to another district school or charter school.

2. General Types of Intra-district Transfers (Reasons for transfers)

a. Transfers for Victims of Violent Criminal Offense

~~If while on school grounds, a student becomes the victim of a violent criminal offense, as defined by the State Board of Education, or attends a school designated by the California Department of Education as persistently dangerous, within a reasonable amount of time he/she shall be provided an option to transfer to another district school or charter school where space is available.~~ **Within a reasonable amount of time, not to exceed 14 days, after it has been determined that a student has been the victim of a violent criminal offense while on school grounds, the student's parents/guardians shall be offered an option to transfer their child to an eligible school identified by the Superintendent or designee. In making the determination that a student has been a victim of a violent criminal offense, the Superintendent or designee shall consider the specific circumstances of the incident and consult with local law enforcement as appropriate. Examples of violent criminal offenses include, but are not limited to, attempted murder, battery with serious bodily injury, assault with a deadly weapon, rape, sexual battery, robbery, extortion, or hate crimes.**

The Superintendent or designee shall consider the needs and preferences of the affected student and his/her parent/guardian in making the offer. If the parent/guardian elects to transfer his/her child, the transfer shall be completed as soon as practicable.

b. Transfers from a "Persistently Dangerous School"

~~Once a school has been designated "persistently dangerous" by California Department of Education (CDE), parents have the right to transfer their students to another school.~~ **Upon receipt of notification from the California Department of Education (CDE)**

INTRADISTRICT OPEN ENROLLMENT

that a district school has been designated as "persistently dangerous," the Superintendent or designee shall provide parents/guardians of students attending the school with the following notifications:

1. Within 10 days of receipt of the notification from CDE, notice of the school's designation
2. Within 20 days of receipt of the notification from CDE, notice of the option to transfer their child

Parents/guardians who desire to transfer their child out of a "persistently dangerous" school shall provide a written request to the Superintendent or designee and shall rank-order their preferences from among all schools identified by the Superintendent or designee as eligible to receive transfer students. The Superintendent or designee may establish a reasonable timeline, not to exceed seven school days, for the submission of parent/guardian requests.

The Superintendent or designee shall consider the needs and preferences of students and parents/guardians before making an assignment, but is not obligated to accept the parent/guardian's preference if the assignment is not feasible due to space constraints or other considerations. For students whose parents/guardians accept the offer, the transfer shall generally be made within 30 school days of receiving the notice of the school's designation from the CDE. If parents/guardians decline the assigned school, the student may remain in his/her current school.

The transfer shall remain in effect as long as the student's school of origin is identified as "persistently dangerous." The Superintendent or designee may choose to make the transfer permanent based on the educational needs of the student, parent/guardian preferences, and other factors affecting the student's ability to succeed if returned to the school of origin.

The Superintendent or designee shall cooperate with neighboring districts to develop an interdistrict transfer program in the event that space is not available in a district school.

c. Other Intra district Open Enrollment

Except for transfers for victims of a violent crime and from a "persistently dangerous school," the following procedures shall apply to intra district open enrollment:

1. The Superintendent or designee shall identify those schools which may have space available for additional students. A list of those schools and open

INTRADISTRICT OPEN ENROLLMENT

enrollment applications shall be available at the district office, **and on the district's web site.**

- 2. After the enrollment priorities have been applied in accordance with Board policy, if there are more requests for a particular school than there are spaces available, a random drawing shall be held from the applicant pool. A waiting list shall be established to indicate the order in which applicants may be accepted if openings occur during the year. Late applicants shall not be added to the waiting list for the current year but shall instead wait for a subsequent lottery.
- 3. The Superintendent or designee shall provide written notification to applicants as to whether their applications have been approved, denied, or placed on a waiting list. If the application is denied, the reasons for denial shall be stated.
- 4. Approved applicants must confirm their enrollment within 10 school days.

Once enrolled, a student shall not be required to reapply for readmission. However, the student may be subject to displacement due to excessive enrollment.

Any complaints regarding the open enrollment process shall be submitted in accordance with the applicable complaint procedure.

~~(cf. 1312.3 – Uniform Complaint Procedures)~~

Notifications

Notifications shall be sent to parents/guardians at the beginning of each school year describing all current statutory attendance options and local attendance options available in the district. Such notification shall include: (Education Code 35160.5, 48980)

- 1. **All options for meeting residency requirements for school attendance**
- 2. **Program options offered within local attendance areas**
- 3. **A description of any special program options available on both an interdistrict and intradistrict basis**
- 4. **A description of the procedure for application for alternative attendance areas or programs and the appeals process available, if any, when a change of attendance is denied**
- 5. **A district application form for requesting a change of attendance**

INTRADISTRICT OPEN ENROLLMENT

6. The explanation of attendance options under California law as provided by the CDE

3. General Types of Intra-district transfers (Reason for transfers)

Kindergarten through Eighth Grade Intra District Transfer:

Kindergarten through eighth grade students of parents/guardians who submit applications to the district by January 1 shall be eligible for admissions to their school of choice the following school year under the district's open enrollment policy if space is available.

High School Students (Incoming 9th through 12th grade)

An Intra district application shall be requested when a transfer from one comprehensive high school to another within the Tracy Unified School District is desired. Intradistrict requests are subject to space availability at the desired school.

Intra district Attendance for Specialized Needs

The Board of Trustees shall determine attendance boundaries of the schools of the District, and the Superintendent/designee shall maintain a record of all boundaries.

The District will make every reasonable effort to meet the academic and social needs of all its students. Typically, students are enrolled in the District's school where the parent/legal guardian resides. In addition, when students are unable to make a satisfactory adjustment to the academic program and social life at the comprehensive high school, the District offers alternative educational programs which are designed to better meet their special needs and interests. However, the district offers enrollment options under specific criteria.

Caregiver Affidavits

In accordance with Family Code 6550-6552, students shall be considered residents of the district. The school district may require additional reasonable evidence that the caregiver lives at the address provided.

Involuntary Transfer to Alternative Education Programs

The comprehensive high school will make every reasonable effort to ensure a student's success prior to recommending an involuntary transfer to an alternative school provided that the student may be involuntarily transferred the first time he/she commits an act enumerated in Education Code 48900 if the principal determines that the student's presence causes a danger to persons or property or threatens to disrupt the instructional process.

A cooperative effort, between the school staff and parents or guardians, will attempt to bring about a student's satisfactory adjustment to the academic program and social life at the District comprehensive high schools.

Voluntary Transfer to On-site Alternative Education Programs

INTRADISTRICT OPEN ENROLLMENT

A student younger than sixteen (16) years of age may be allowed to voluntarily transfer to the on-site continuation high school program.

Voluntary Transfer to Full-time Tracy Adult School Classes

Students the age of eighteen (18) transfers to an adult school program on a full-time basis.

Transferring an Alternative Education Student to a Comprehensive High school

A student who voluntarily transfers to from the continuation school to a comprehensive high school must:

Attendance must be 95%

A return contract must be completed and approved.

4. Procedures

A. Transfers for Victims of Violent Criminal Offense:

1. Within a reasonable amount of time, not to exceed 14 days, after it has been determined that a student has been the victim of a violent criminal offense while on school grounds, the student's parents/guardians shall be offered an option to transfer their child to an eligible school identified by the Superintendent or designee.
2. In determining whether a student has been a victim of a violent criminal offense, the Superintendent or designee shall consider the specific circumstances of the incident on a case-by-case basis and consult with local law enforcement as appropriate. Examples of violent criminal offenses include, but are not limited to, attempted murder, battery with serious bodily injury, assault with a deadly weapon, rape, sexual battery, robbery, extortion, or hate crimes.
3. The Superintendent or designee shall consider the needs and preferences of the affected student and his/her parent/guardian in making the offer. If the parent/guardian elects to transfer his/her child, the transfer shall be completed as soon as practicable.

B. Transfers from a "Persistently Dangerous" School

Upon receipt of notification from the California Department of Education (CDE) that a district school has been designated as "persistently dangerous," the Superintendent or designee shall provide parents/guardians of students attending the school with the following notifications:

1. Within 10 days of receipt of the notification from CDE, notice of the school's designation
2. Within 20 days of receipt of the notification from CDE, notice of the option to transfer their child

INTRADISTRICT OPEN ENROLLMENT

(cf. 0450 - Comprehensive Safety Plan)

Parents/guardians who desire to transfer their child out of a "persistently dangerous" school shall provide a written request to the Superintendent or designee and shall rank-order their preferences from among all schools identified by the Superintendent or designee as eligible to receive transfer students. The Superintendent or designee may establish a reasonable timeline, not to exceed seven school days, for the submission of parent/guardian requests.

The Superintendent or designee shall consider the needs and preferences of students and parents/guardians before making an assignment, but is not obligated to accept the parent/guardian's preference if the assignment is not feasible due to space constraints or other considerations. For students whose parents/guardians accept the offer, the transfer shall generally be made within 30 school days of receiving the notice of the school's designation from the CDE. If parents/guardians decline the assigned school, the student may remain in his/her current school.

The transfer shall remain in effect as long as the student's school of origin is identified as "persistently dangerous." The Superintendent or designee may choose to make the transfer permanent based on the educational needs of the student, parent/guardian preferences, and other factors affecting the student's ability to succeed if returned to the school of origin.

The Superintendent or designee shall cooperate with neighboring districts to develop an inter district transfer program in the event that space is not available in a district school.

(cf. 5117 - Inter district Agreements)

C. Kindergarten through Eighth Grade Intra District Transfer Procedures

1. Student transportation is the responsibility of the parent.
2. Enrollment in a school of choice shall be determined by lottery from the eligible applicant pool, and a waiting list shall be established to indicate the order in which students may be accepted as openings occur.
3. Late applicants shall not be added to the waiting list for the current year.
4. The Superintendent or designee shall inform kindergarten through eighth grade applicants by mail as to whether their applications have been approved, denied, or placed on a waiting list. If the application is denied, the reason for denial shall be stated.

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5. Applicants who receive approval must confirm their enrollment within ten calendar days.
 6. Once a student/parent/guardian accepts a transfer it can not be rescinded for a period of one year.
 7. A student shall not be required to reapply for readmission annually by January 1. However, the student's request may be subject to displacement/denial due to excessive enrollment.
 8. When the day care of a special needs student can be provided only within the boundaries of the school of proposed attendance.
 9. When parents/legal guardians anticipate a change of residence during the school term and can provide written verification of the address to which they are moving, to permit enrollment pending the actual move.
 10. When concern exists for a student's welfare (written verification required). Juvenile court cases, special mental or physical health needs, safety needs, and disciplinary cases will be considered.
- D. High School Students (Incoming 9th through 12th grade) Intra District Procedures
1. Student transportation is the responsibility of the parent.
 2. All incoming High School Students must register at their zoned school.
 3. If they are interested in another high school, then students must contact program/pathway coordinator for application process.
 4. The student must meet the qualifications and be accepted into the academy.
 5. Applications must be made at the school of choice during the designated open enrollment period, for possible placement for the fall semester of the next school year.
 6. If accepted by the program/pathway student will receive a High School Intra District approved by the program/pathway coordinator and must be delivered to Student Services by March 1st.
 7. Once a student/parent/guardian accepts a transfer it can not be rescinded for a period of one year.
 8. The principal shall maintain an up to date list of those students attending their school because of choice.

INTRADISTRICT OPEN ENROLLMENT

9. High School transfers for continuing students will only be granted during the open enrollment period. Only students newly enrolled in Tracy Unified School District will be considered for transfers after the open enrollment period during the school year. The following criteria are considered when Intradistrict permits are requested involving the comprehensive high schools of the District:

The following criteria are considered when Intradistrict permits are requested involving the comprehensive high schools of the District:

- a. When the day care of a special needs student can be provided only within the boundaries of the school of proposed attendance.
- b. When parents/legal guardians move into another school area during a semester, to allow the ninth and tenth grade student to continue enrollment for the remainder of that semester, and to allow the eleventh and twelfth grade student to complete high school
- c. Parents/legal guardians of students attending school on Intradistrict permits will not need to reapply for those permits annually, however the student must meet the criteria defined by this policy and/or criteria for the original transfer. Graduation requirements when the student's past performance have been successful and he/she is currently in good standing.
- d. When parents/legal guardians anticipate a change of residence during the school term and can provide written verification of the address to which they are moving, to permit enrollment pending the actual move.
- e. When concern exists for a student's welfare (written verification required). Juvenile court cases, special mental or physical health needs, safety needs, and disciplinary cases will be considered.
- f. When a student's enrollment in a specific course of instruction or program lasting more than one semester and provided only at a designated school, to allow enrollment at that school as long as the student continues enrollment in the specific class or program of instruction and/or meets transfer criteria.
- g. Legal children of certificated and classified employees who are assigned to the school.
- h. When an incoming ninth grade high school student living within the John C. Kimball attendance boundary, and scheduled to graduate before July 2015, has an older sibling simultaneously attending Tracy High School or Merrill F. West High School because at the time the older sibling was assigned to the high school to which he/she was

INTRADISTRICT OPEN ENROLLMENT

geographically assigned based on the two attendance boundaries which existed prior to the existence of John C. Kimball High School.

- i. When an incoming ninth grade high school student living with the John C. Kimball attendance boundary, and scheduled to graduate before July 2015, has an older sibling simultaneously attending Tracy High School or Merrill F. West High School because the older sibling was assigned to attend a high school based on criteria g, above.

Intradistrict Permits (High School)

Intradistrict permits involving the comprehensive high schools of the District are issued on the basis of the criteria contained above and in Board Policy 5116.1. Continuation of student transfer permits is subject to the following conditions:

1. Availability of space.
2. Regular school attendance.
3. Passing grades in all subjects.
4. Observance of school rules and regulations.
5. Meet academic requirements established by each program

The following additional procedures shall be followed when considering Intradistrict requests involving the comprehensive high schools of the District:

- a. Students must maintain academic, discipline, and attendance per program and school requirements.
- b. Any transfers received after open enrollment period will not be added to the waiting list for the current year.
- c. The address of record for high school shall be established during the middle school years of enrollment (6th-8th) grades.
- d. When documentation shows that parents share custody (50%), a decision must be made by the parents declaring an official address of record for high school placement.
- e. Parents will not be allowed to modify/change official address of record in order to gain access to their school of preference.
- f. If separation/divorce occurs between parents of student during the time period for placement at high school; official court documentation must be provided stating physical custody for address of official record.

INTRADISTRICT OPEN ENROLLMENT**E. Intradistrict Attendance for Specialized Needs**

Please refer to sections (F-J) of Procedures.

F. Caregiver Affidavits

Students under "Caregiver Authorization" shall be placed in schools at the discretion of the Tracy Unified School District School Board based upon space availability.

G. Involuntary Transfer to Alternative Education Programs

1. Student transportation is the responsibility of the parent.
2. Prior to transferring a student to an alternative education program, the comprehensive high school administration will refer the student's case to the Alternative Education Committee to consider the appropriateness of the recommended placement.
3. The Alternative Education Committee will include an assistant principal from each of the District's comprehensive high school, the student's counselor, the principal of the alternative school.
4. At the Alternative Education Committee Meeting, the student or the student's parent/guardian shall be informed of the specific facts and reasons for the proposed transfer.
5. The student or the student's parent/guardian shall have the opportunity to inspect all documents relied upon, question any evidence and witnesses utilized and present evidence on the student's behalf. The student may also designate one or more representatives and witnesses to be present with him/her at the meeting.
6. The decision to transfer the student involuntarily shall be based on finding that the student committed an act enumerated in Education Code 48900, or has been habitually truant or irregular in attendance from instruction upon which he/she is lawfully required to attend.
7. None of the persons involved in the final decision to make an involuntary transfer of the student shall be a member of the staff of the school in which the student is enrolled at the time the decision is made.
8. The decision to transfer shall be in writing, stating the facts and reasons for the decision, and sent to the student and/or the student's parent/guardian. It shall also indicate whether the decision is subject to periodic review and the procedures therefore.

INTRADISTRICT OPEN ENROLLMENT**H. Voluntary Transfer to On-site Alternative Education Programs**

1. A voluntary transfer may not occur without prior consultation with the principal/designee of the on-site continuation high school program and the comprehensive high school administrator.
2. A student younger than sixteen (16) years of age who volunteers for the program must have parental permission.
3. A student who has voluntarily transferred to an on-site continuation high school program shall have the right to return to the regular comprehensive high school program at the beginning of the following school year and with the consent of the Director of Student Services, may return at any time.

I. Voluntary Transfer to Full-time Tracy Adult School Classes

1. Student transportation is the responsibility of the parent.
2. Students must obtain permission from their parents or guardian.
3. Students must obtain permission from the Comprehensive High School Administration, Continuation principal, and the Tracy Adult School principal's permission.
4. Students who transfer from another district's adult school may enroll in the Tracy
5. Adult School program at any time with the Tracy Adult School principal's permission.
6. Students under eighteen (18) may appeal the decision made by the mentioned school authorities to the Director for Student Services. The Director's decision shall be final.

J. Transferring an Alternative Education Student to a Comprehensive High School

1. Student transportation is the responsibility of the parent. Average at least one credit worth of work per week for the entire quarter.
2. Accumulate not more than five (5) unexcused absences during the quarter.
3. Accumulate not more than one (1) suspension during a nine (9) week period.

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4. Accumulate not less than thirty (30) credits behind their class. A senior (12th) grade student cannot transfer back the last semester, 30 credits behind their class.
5. Return at a semester break

K. Notifications

Notifications shall be sent to parents/guardians at the beginning of each year as part of the parents' rights on the availability of a package describing all current statutory attendance options and local attendance options available in the district including:

1. All options for meeting residency requirements for school attendance.
(cf. 5111.1 - District Residency)
(cf. 5111.12 - Residency Based on Parent/Guardian Employment)
(cf. 5111.13 - Residency for Homeless Children)
2. Program options offered within local attendance areas.
3. A description of any special program options available on both an Intradistrict and Intradistrict basis.
4. A description for the procedure for application for alternative attendance areas or programs and the appeals process available, if any, when change of attendance is denied.
5. A district form for requesting a change of attendance.
6. The explanation of attendance options under California law as provided by the California Department of Education. (Education Code 48980)
7. Within 10 school days after receiving notification from the California Department of Education (CDE) that a school has been designated as "persistently dangerous," the Superintendent or designee shall notify parents/guardians of the school's designation. Within 10 school days after this notification has been provided to parents/guardians, the Superintendent or designee shall notify parents/guardians of their option to transfer their child.

L. Revocation of Intradistrict Permits

Intradistrict permits may be revoked at any time that a student does not maintain acceptable standards of attendance and/or behavior as defined by the Student Conduct Code and/or maintain acceptable levels of academic achievement.

1. The Director of Student Services shall notify the parent and both schools of the disposition of the request and the conditions of the intradistrict transfer agreement if any.

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2. A parent conference may be requested prior to enrollment.
3. A copy of the approved/disapproved form will be sent to both schools involved.

M. Intradistrict Permits and Sports

High School students transferring after the May 15th deadline may need to file a form with the California Interscholastic Federation and may be sanctioned from sports. This includes incoming 9th graders who transfer after the first fifteen days of school and continuing students.

N. Parent Appeals

Regarding Intradistrict Transfers at Comprehensive Schools

Any complaints regarding the selection process should be taken to the Superintendent or designee and if not satisfied, the applicant may appeal to Tracy Unified School District Board and their decision shall be final.

Parents may request, in writing, a hearing by the Board of Education.

Parents, who wish to appeal, must complete the "Appeal to the Board of Education" form available in the Student Services office.

1. The request shall be made in writing and submitted at least ten (10) working days before a scheduled board meeting.
2. The Director of Student Services will review the written request and forward materials to the Board of Education.
3. The decision of the Board of Education shall be final.

O. Involuntary Transfer Appeals

Parents have five (5) school days from the date of the decision to transfer to appeal.

1. The request for an appeal must be made, in writing, to the Director for Student Services. A conference will then be scheduled. The Director of Student Service's decision shall be final. At the conference:
 - a. The student, parent or guardian will be informed of the specific facts and
 - b. reasons for the proposed transfer;

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- c. The student, parent or guardian may inspect all documents relied upon and question any evidence on the student's behalf;
- d. The student may designate representatives and witnesses to be present at the meeting.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: August 28, 2013
SUBJECT: Adopt Board Policy 5117, Interdistrict Attendance (Second Reading)

BACKGROUND: The Education Code provides a number of options under which a student may attend school in a district other than the district where he/she resides. Under an "interdistrict attendance permit" or "reciprocal agreement" pursuant to Education Code 46600-46611, a student may attend school in a different district when both the district of residence and the district of proposed attendance agree. In addition, Education Code 48204 authorizes a student in a participating district to be deemed a "resident" in order to attend a school in the district where his/her parent/guardian is employed (Allen bill transfer); see AR 5111.12 - Residency Based on Parent/Guardian Employment. A student attending a school identified as low achieving on the state's Open Enrollment List may transfer to a school in any other district in the state, pursuant to Education Code 48350-48361

RATIONALE: Update and revise Board Policy 5118 in accordance with the current existing California Education Codes, laws, and California School Advisory Board (GAMUT). This policy complies with District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified subgroups is closed.

FUNDING: None

RECOMMENDATION: Adopt Board Policy 5117, Interdistrict Attendance (Second Reading)

Prepared by: Mr. Paul Hall, Director Student Services & Curriculum

INTERDISTRICT ATTENDANCE

The Governing Board recognizes that students who reside in one district may choose to attend school in another district and that such choices are made for a variety of reasons. The Board desires to communicate with parents/guardians and students regarding the educational programs and services that are available.

The Board recognizes that the district may be capable dependent upon spaces available of serving additional students. Therefore, the Superintendent or designee may approve interdistrict attendance agreements with other districts.

The Board may enter into an agreement with any other school district, for a term not to exceed five school years, for the inter-district attendance of students who are residents of the districts. (Education Code 46600)

Upon receiving a permit for transfer into the district that has been approved by the student's district of residence, or upon receiving a written request from the parent/guardian of a district student who wishes to enroll in another district, the Superintendent or designee shall review the request and may approve or deny the permit subject to the terms and conditions of the interdistrict attendance agreement.

Transportation

The district shall not provide transportation beyond any school attendance area. Upon request, the Superintendent or designee may authorize transportation for interdistrict transfer students to and from designated bus stops within the attendance area if space is available.

Limits on Student Transfers Out of the District to a School District of Choice

The Superintendent or designee may limit the number of student transfers out of the district to a school district of choice based on the percentages of average daily attendance specified in Education Code 48307.

In addition, transfers out of the district may be limited during a fiscal year when the County Superintendent of Schools has given the district a negative budget certification or when the County Superintendent has determined that the district will not meet the state's standards and criteria for fiscal stability in the subsequent fiscal year exclusively as a result of student transfers from this district to a school district of choice. (Education Code 48307)

INTERDISTRICT ATTENDANCE

The district may deny a transfer of a student out of the district to a school district of choice if the Board determines that the transfer would negatively impact a court-ordered or voluntary desegregation plan of the district. (Education Code 48301)

Legal Reference:

EDUCATION CODE:

- 46600-46611 Interdistrict attendance agreements
- 48204 Residency requirements for school attendance
- 48209-48209.16 Student attendance alternatives
- 48350-48361 Open Enrollment Act**
- 48900 Grounds for suspension or expulsion; definition of bullying**
- 48915 Expulsion; particular circumstances
- 48915.1 Expelled individuals: enrollment in another district
- 48918 Rules governing expulsion procedures
- 48980 Notice at beginning of term
- 52317 Admission of persons including nonresidents to attendance area; workers' compensation for pupils

ATTORNEY GENERAL OPINIONS

- 87 Ops.Cal.Atty.Gen. 132 (2004)
- 84 Ops.Cal.Atty.Gen. 198 (2001)

COURT DECISIONS

- Walnut Valley Unified School District v. the Superior Court of Los Angeles County, (2011) 192 Cal.App.4th 234
- Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

Management Resources:

CSBA PUBLICATIONS

Transfer Law Comparison, Fact Sheet, March 2011

WEB SITES

- CSBA: <http://www.csba.org>
- California Department of Education: <http://www.cde.ca.gov>



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: August 28, 2013
SUBJECT: **Acknowledge Administrative Regulation 5117, Interdistrict Attendance (Second Reading)**

BACKGROUND: The Education Code provides a number of options under which a student may attend school in a district other than the district where he/she resides. Under an "Interdistrict Attendance Permit" or "Reciprocal Agreement" pursuant to Education Code 46600-46611, a student may attend school in a different district when both the district of residence and the district of proposed attendance agree. In addition, Education Code 48204 authorizes a student in a participating district to be deemed a "resident" in order to attend a school in the district where his/her parent/guardian is employed (Allen Bill transfer); see AR 5111.12 - Residency Based on Parent/Guardian Employment. A student attending a school identified as low achieving on the state's Open Enrollment List may transfer to a school in any other district in the state, pursuant to Education Code 48350-48361

RATIONALE: Write separate Administrative Regulation 5117 in accordance with the current existing California Education Codes, laws, and California School Advisory Board (GAMUT). This policy complies with District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified subgroups is closed.

FUNDING: None

RECOMMENDATION: Acknowledge Administrative Regulation 5117, Interdistrict Attendance (Second Reading)

Prepared by: Mr. Paul Hall, Director Student Services & Curriculum

INTERDISTRICT ATTENDANCE AGREEMENTA. Purpose and Scope

In accordance with an agreement between the Governing Board and the board of another district, a permit authorizing a student's attendance outside his/her district of residence may be issued upon approval of both the district of residence and the district of proposed attendance.

Interdistrict requests fill a variety of needs for students and parents. With space permitting, interdistrict permits may be granted yearly or longer if in accordance with California Education Codes by the Director of Student Services and Curriculum.

B. General

If a student is accepted for transfer, the student may enroll in a school in the TUSD in the following school year. For the 2011-12 school year and thereafter, the student must enroll on or before the first day of instruction.

~~Transportation shall not be provided for students on Open Enrollment Act Inter-district agreement.~~

~~Transportation shall not be provided for students attending on a General Inter-district Agreement.~~

C. Procedure

~~Tracy Unified School District will notify parents/guardians of TUSD schools designated "low achieving schools" by the Superintendent of Public Instruction's list of their open enrollment option on the first day of instruction, or if the final list is not then available, no later than September 15.~~

~~The notice must be on or before the first day of school or on the date the district is given notice of program improvement, corrective action, or restructuring status as is required for notice of Title I Program Improvement transfer options within the district. The emergency regulations further provide that if a district is not notified whether any of its schools are on the list by the first day of school, then notice must be given no later than September 15.~~

A TUSD parent/guardian's application to enroll their student in a school in another district must be submitted prior to January 1 of the school year preceding the school year for which the pupil is requesting to transfer, however, the TUSD may waive that deadline. The application may request enrollment of the pupil in a specific school or program within the school district of enrollment. The application deadline does not apply if the parent requesting a transfer for a student who resides with that parent is enlisted in

INTERDISTRICT ATTENDANCE AGREEMENT

the military and was relocated by the military within 90 days prior to submitting the application.

TUSD shall decide whether to accept or reject an application and notify both the applicant parent and the school district of residence in writing within 60 days of receiving an application. If the application is rejected, TUSD shall state the reasons for the rejection in the notification. If accepted, the student may enroll in a school in the school district of enrollment in the following school year.

~~When TUSD accepts the application, TUSD must ensure that pupils are enrolled in a school with a higher Academic Performance Index than their prior school of enrollment in their district of residence.~~

For high school transfers, TUSD shall accept previously awarded credits from another district toward graduation but can ensure the student pupil meets the graduation requirements of TUSD.

~~For both transfers within and from outside a TUSD, a student approved for a transfer under this Act are considered residents of the TUSD (or the school's attendance area if within the district) and do not need to reapply for enrollment. This applies regardless of whether the student's school of residence remains on the list of "low achieving schools" generated by the Superintendent of Public Instruction.~~

~~In considering Open Enrollment applications, TUSD shall consider capacity and adverse financial impact. Consideration of capacity will include the capacity of a program, class, grade-level, or school site.~~

~~TUSD may limit open enrollment in the following circumstances in which: (1) an initial transfer applicant would displace a resident student or a student currently enrolled in the applicant's desired school, (2) an applicant does not meet the district's usual requirements for admission to a magnet school or a program designed to serve gifted and talented pupils and (3) where the governing board of the district determines that the transfer would negatively impact a court-ordered or voluntary desegregation plan of the district or the district's racial and ethnic balance.~~

~~TUSD shall not consider a pupil's personal or academic characteristics, including previous academic achievement, physical condition, proficiency in the English language, family income or personal characteristics of disability, gender, nationality, race or ethnicity, religion, or sexual-orientation.~~

~~Applicants are to be selected through a random, unbiased process except that applicants shall be assigned priority for approval first to siblings of children who already attend the desired school and second to students transferring from a program improvement school ranked in Decile 1 on the Academic Performance Index and which is included on the list of 1000 Open Enrollment schools. If the number of pupils who request a particular school exceeds the number of spaces available at that school, a lottery must be conducted within~~

INTERDISTRICT ATTENDANCE AGREEMENT

~~the sibling and low-achieving school group priority order to select pupils at random until all of the available spaces are filled.~~

~~Tracy Unified School District (TUSD) will complete the Intradistrict Open Enrollment Process prior to enrolling any students in regards to the Romero Act, which would include the priority for transfers from schools within the district which are on the 1000 school list before determining capacity to accept Open Enrollment applicants from other districts.~~

~~TUSD will keep an accounting of all requests made for alternative attendance pursuant to this article and records of all dispositions of those requests that may include, but are not limited to, all of the following:~~

- ~~1. The number of requests granted, denied, or withdrawn. In the case of — denied requests, the records may indicate the reasons for the denials.~~
- ~~2. The number of pupils who transfer out of the district.~~
- ~~3. The number of pupils who transfer into the district.~~
- ~~4. The race, ethnicity, gender, self reported socioeconomic status, and the — school district of residence of each of the pupils described in paragraphs — (2) and (3).~~

~~If a district school receiving Title I funds are identified for program improvement, corrective action or restructuring, all students enrolled in that school shall be provided an option to transfer to another district school or charter school.~~

~~The Superintendent or designee may approve Interdistrict agreements for the following reasons:~~

- ~~1. When the student has been determined by staff of either the district of residence or district of proposed attendance to be a victim of an act of bullying as defined in Education Code 48900(r). Such a student shall be given priority for inter-district attendance under any existing inter-district attendance agreement or, in the absence of an agreement, shall be given consideration for the creation of a new permit. (Education Code 46600)~~
- ~~2. To meet the childcare needs of the student. Once a K-8 student has been admitted to a district on the basis of childcare needs, continued attendance may be denied only when based on restrictions specified in Education Code 48204. (Education Code 46601.5)~~
- ~~3. To meet a child's special mental or physical health needs, as certified by a physician, school psychologist or other appropriate school personnel.~~

INTERDISTRICT ATTENDANCE AGREEMENT

4. When the student has **siblings** brother(s) or sister(s) attending school in a receiving district, to avoid splitting the family's attendance. To complete a school year when parents/guardians have moved out of the district during that year.
5. To allow students to remain with a class graduating that year from **an elementary**, junior or senior high school.
6. When the parent/guardian provides written evidence that the family will be moving to the receiving district in the immediate future and would like the student to start the year in that district.
7. When recommended by the School Attendance Review Board or by county child welfare, probation or social service agency staffs in documented cases of serious home or community problems which make it inadvisable for the student to attend the school of residence.
8. When there is valid interest in a particular educational program not offered in the district of residency.
9. To provide a change in school environment for reasons of personal and social adjustment.
 - a. Interdistrict attendance agreements or applications shall not be required for students enrolling in an ROC or ROP program. (Education Code 52317)
 - b. A student's interdistrict agreement may be revoked because of **academic failure**, excessive truancy or continual disruption of the educational program **due to disciplinary matters**.
 - c. Incoming Students

All applications for Interdistrict Attendance Agreements must be submitted to the District Office no later than January 1st of each school year. Decisions regarding the approval/disapproval of the requests will be made by the Director of Student Services within sixty days.

- a. Placements for K-8 students on Inter-district Attendance Agreements will be based on the student's initial date of continuous enrollment in Tracy Public Schools. If applications are not received by the deadline, consideration will not be made.

D. Outgoing Students

INTERDISTRICT ATTENDANCE AGREEMENT

Applications must be submitted by December 1 of the preceding school year, so that Student Services Department can ensure that the enrolling district will receive the transfer application in a timely manner.

E. Notification

~~Districts with schools on Superintendent Public Instruction's 1000 list are considered districts of residence and are required to provide notice to all parents/guardians of students enrolled in such a school of their option to transfer to another public school served by the school district of residence or to another school district.~~

The Superintendent or designee may deny initial requests for interdistrict attendance permits due to limited district resources, overcrowding of school facilities at the relevant grade level, or other considerations that are not arbitrary. However, once a student is admitted, the district may not deny him/her continued attendance because of overcrowded facilities at the relevant grade level.

Within 30 days of a request for an interdistrict permit, the Superintendent or designee shall notify the parents/guardians of a student who is denied interdistrict attendance regarding the process for appeal to the County Board of Education as specified in Education Code 46601. (Education Code 46601)

F. Parent Appeals

Pending a decision by the two districts or an appeal by the County Board, the Superintendent or designee may provisionally admit a student who resides in another district for a period not to exceed two school months. (Education Code 46603)

Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict attendance denials or decisions while expulsion proceedings are pending or during the term of the expulsion. (Education Code 46601)

Once a student is admitted to a school on the basis of an interdistrict attendance permit, he/she shall not be required to reapply for an interdistrict transfer and shall be allowed to continue to attend the school in which he/she is enrolled, unless reapplication standards are otherwise specified in the interdistrict attendance agreement. Existing interdistrict attendance permits shall not be rescinded for students entering grade 11 or 12 in the subsequent school year. (Education Code 46600)

Rulings on Denial of Enrollment

Open Enrollment Act (Romero)

INTERDISTRICT ATTENDANCE AGREEMENT

No exercise of discretion by a district of enrollment in its administration of this article shall be overturned absent a finding as designated by a court of competent jurisdiction that the district governing board acted in an arbitrary and capricious manner. (Education Code 48361)

Denial of Interdistrict Transfer Agreement

The parent/guardian of a student who is denied a General Inter district transfer request pursuant to Education Code 46600-46611 shall receive timely notice, in accordance with law, regarding the process for appeal to the County Board of Education. This notice shall be provided by the district denying the request, or, in the absence of an agreement between the districts, by the district of residence.

Students who are under consideration for expulsion or who have been expelled may not appeal Interdistrict attendance denials or decisions while expulsion proceedings are pending, or during the term of the expulsion. (Education Code 46601)



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: August 26, 2013
SUBJECT: Adopt Board Policy 6164.6, Identification and Education under Section 504 (Second Reading)

BACKGROUND: The following policy addresses the identification and education of students who may be eligible for services under the provisions of Section 504 of the Rehabilitation Act of 1973 (29 USC 794). Pursuant to 34 CFR 104.33, eligible students are entitled to a free appropriate public education (FAPE) which is designed to meet the students' individual educational needs as adequately as the needs of nondisabled students are met. Enforcement of Section 504 requirements is the responsibility of the U.S. Department of Education's Office for Civil Rights (OCR), which monitors districts' policies, processes, and practices to ensure legal compliance. Students may be identified as disabled under Section 504 even though they do not require services pursuant to the Individuals with Disabilities Education Act (IDEA) (20 USC 1400-1482). The identification of students eligible for services under IDEA is addressed at BP/AR 6164.6 - Identification and Evaluation of Individuals for Special Education.

RATIONALE: Write separate Board Policy 6164.6 in accordance with the current existing state and federal laws, utilizing California School Advisory Board (GAMUT) as reference. This policy complies with District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified subgroups is closed.

FUNDING: None.

RECOMMENDATION: Adopt Board Policy 6164.6, Identification and Education under Section 504 (Second Reading)

Prepared by: Dr. Janet Skulina, Director Special Education

Identification and Education under Section 504

The Governing Board believes that all children, including children with disabilities, should have an opportunity to learn in a safe and nurturing environment. The district shall work to identify children with disabilities who reside within its jurisdiction in order to ensure that they receive educational and related services required by law.

The Superintendent or designee shall provide identified students with disabilities with a free appropriate public education, as defined under Section 504 of the federal Rehabilitation Act of 1973. Such students shall receive regular or special education and related aids and services designed to meet their individual educational needs as adequately as the needs of nondisabled students are met. (34 CFR 104.33)

In addition, qualified students with disabilities shall be provided an equal opportunity to participate in programs and activities that are integral components of the district's basic education program, including, but not limited to, extracurricular athletics, interscholastic sports, and/or other nonacademic activities. (34 CFR 104.37)

In providing services to students with disabilities under Section 504, the Superintendent or designee shall ensure district compliance with law, including providing the students and their parents/guardians with applicable procedural safeguards and required notifications. Any dispute as to the identification, evaluation, or placement of any student with a disability shall be resolved in accordance with the processes specified in the "Procedural Safeguards" section of the accompanying administrative regulation.

The Superintendent or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with the district in any other capacity except as hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.

Legal Reference:

EDUCATION CODE

49423.5 Specialized physical health care services

CODE OF REGULATIONS, TITLE 5

3051.12 Health and Nursing Services

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

705 Definitions; Vocational Rehabilitation Act

794 Rehabilitation Act of 1973, Section 504

Identification and Education under Section 504

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

104.1-104.61 Nondiscrimination on the basis of handicap, especially:

104.1 Purpose to effectuate Section 504 of the Rehabilitation Act of 1973

104.3 Definitions

104.32 Location and notification

104.33 Free appropriate public education

104.34 Educational setting

104.35 Evaluation and placement

104.36 Procedural safeguards

COURT DECISIONS

Christopher S. v. Stanislaus County Office of Education, (2004) 384 F.3d 1205

Management Resources:

CSBA PUBLICATIONS

Rights of Students with Diabetes Under IDEA and Section 504, Policy Brief, November 2007

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007

U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: January 2013

Dear Colleague Letter and Questions and Answers on ADA Amendments Act of 2008 for Students with Disabilities Attending Public Elementary and Secondary Schools; January 2012

Free Appropriate Public Education for Students with Disabilities: Requirements under Section 504 of the Rehabilitation Act of 1973, September 2007

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/about/offices/list/ocr>



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: August 27, 2013
SUBJECT: Acknowledge Administrative Regulation 6164.6, Identification and Education under Section 504 (Second Reading)

BACKGROUND: The following new policy addresses the identification and education of students who may be eligible for services under the provisions of Section 504 of the Rehabilitation Act of 1973 (29 USC 794). Pursuant to 34 CFR 104.33, eligible students are entitled to a free appropriate public education (FAPE) which is designed to meet the students' individual educational needs as adequately as the needs of nondisabled students are met. Enforcement of Section 504 requirements is the responsibility of the U.S. Department of Education's Office for Civil Rights (OCR), which monitors districts' policies, processes, and practices to ensure legal compliance. Students may be identified as disabled under Section 504 even though they do not require services pursuant to the Individuals with Disabilities Education Act (IDEA) (20 USC 1400-1482). The identification of students eligible for services under IDEA is addressed at BP/AR 6164.6 - Identification and Evaluation of Individuals for Special Education.

RATIONALE: Update Administrative Regulation 6164.6 in accordance with the current existing California Education Codes, laws, and California School Advisory Board (GAMUT). This revision complies with District Strategic Goal #1: Prepare all students for college and careers; and District Strategic Goal 3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: None

RECOMMENDATION: Acknowledge Revised Administrative Regulation 6164.6, Identification and Education under Section 504 (Second Reading)

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

IDENTIFICATION AND EDUCATION UNDER SECTION 504**NEW ADMINISTRATIVE REGULATIONS****A. Purpose and Scope**

The Governing Board recognizes the need to identify and evaluate children with disabilities in order to provide them with the services required by law.

The district shall provide a free appropriate public education (FAPE) to students who reside within the district and who are classified as disabled under Section 504 of the Rehabilitation Act of 1973. Such students shall receive regular or special education and related aids and services designed to meet their individual educational needs as adequately as the needs of nondisabled students are met. (34 CFR 104.33)

Students who, because of a Section 504 disability, need or are believed to need regular or special education and services are addressed in this policy. Students who are identified as eligible for special education and related services under the criteria set forth in the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") are not addressed under this policy, as the needs of such students are provided for elsewhere under district Board Policies and Regulations, state and federal law, and Special Education Local Plan Area ("SELPA") procedures.

B. Procedure**Definitions and Eligibility**

Free appropriate public education (FAPE) under Section 504 of the Rehabilitation Act of 1973 means the provision of either regular or special education and related aids and services, designed to meet the student's individual educational needs as adequately as the needs of nondisabled students are met. (34 CFR 104.33)

Eligibility to receive FAPE under Section 504 means a student has a physical or mental impairment which substantially limits one or more major life activities. (34 CFR 104.33)

1. A student with a disability is one who
 - a. Has a physical or mental impairment that substantially limits one or more major life activities, including learning;
 - b. Has a record of such an impairment; or
 - c. Is regarded as having such impairment.

[Type text]

IDENTIFICATION AND EDUCATION UNDER SECTION 504**NEW ADMINISTRATIVE REGULATIONS**

However, only students qualifying under subdivision (a) (i.e., those with an actual physical or mental impairment that substantially limits one or more major life activities) are entitled to a FAPE and a Section 504 Service Plan under Section 504.

2. A physical or mental impairment means: any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional, and specific learning disabilities. An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active. The law does not limit eligibility to specific diseases or categories of medical conditions.
3. The term substantially limits shall be interpreted consistently with the findings and purpose of the Amendments to the Americans with Disabilities Act ("ADA") that went into effect on January 1, 2009. An impairment that substantially limits one major life activity need not limit other major life activities in order to be considered a disability. An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active.

Whether an impairment substantially limits a major life activity shall be determined without regard to the ameliorative effects of mitigating measures such as: medication, medical supplies, equipment, or appliances, low-vision devices (which do not include ordinary eyeglasses or contact lenses), prosthetics including limbs and devices, hearing aids and cochlear implants or other implantable hearing devices, mobility devices, or oxygen therapy equipment and supplies; use of assistive technology; reasonable accommodations or auxiliary aids or services; or learned behavioral or adaptive neurological modifications. Thus, the ameliorative effects of the mitigating measures of ordinary eyeglasses or contact lenses shall be considered in determining whether impairment substantially limits a major life activity.

4. Major life activities include, but are not limited to, caring for one's self, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, function of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory,

IDENTIFICATION AND EDUCATION UNDER SECTION 504

NEW ADMINISTRATIVE REGULATIONS

circulatory, endocrine, and reproductive functions. Learning, reading, concentration, thinking, and communication are typically, but not always, the major life activities utilized to determine Section 504 eligibility in the schools.

Referral, Identification, and Evaluation

1. Any student may be referred by a parent/guardian, teacher, other school employee, student success team, or community agency for consideration of eligibility as a disabled student under Section 504. This referral may be made to a site-level or district-level Section 504 Coordinator. The principal at each school site (or designee) is designated as the site-level Section 504 Coordinator. The Director of Special Education (or designee) is designated as the district-level Section 504 Coordinator. For information or questions concerning the site-level or district-level Section 504 Coordinator, please contact the Tracy Unified District Office at 1875 W. Lowell Ave. Tracy, CA 95376.
2. Upon receipt of a referral for eligibility, the site-level or district-level 504 Coordinator shall within a reasonable time consider the referral and determine whether an evaluation is appropriate. This determination shall be based on a review of the student's school records, including academic and nonacademic areas of the school program; consultation with the student's teacher(s), other professional, and the parent/guardian, as appropriate; and analysis of the student's needs and any other relevant information.

If it is determined that an evaluation is unnecessary, the site-level or district-level 504 Coordinator shall inform the parents/guardians in writing of this decision and of the procedural safeguards, as describe in the "Procedural Safeguards" section below.

3. If it is determined that a student needs or is believed to need special education or related services under Section 504, the district shall conduct an evaluation of the student prior to initial placement and before any significant change in placement, unless agreed otherwise. (34 CFR 104.35)
4. Prior to conducting an evaluation of a student for eligibility under Section 504, the district shall obtain written parent/guardian consent.
5. The district's evaluation procedures shall ensure tests and other evaluation materials, if any: (34 CFR 104.35)
 - a. Have been validated and are administered by trained personnel in conformance with the instruction provided by the test publishers

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IDENTIFICATION AND EDUCATION UNDER SECTION 504**NEW ADMINISTRATIVE REGULATIONS**

- b. Are tailored to assess specific areas of educational need and are not based solely on a single IQ score
- c. Reflect aptitude or achievement or whatever else the tests purport to measure and do not reflect the student's impaired sensory, manual, or speaking skills unless the test is designed to measure these particular deficits

Section 504 Services Plan and Placement

1. A multi-disciplinary 504 team shall be convened to review the evaluation data in order to make placement decisions.

The 504 team shall consist of a group of persons knowledgeable about the student, the meaning of the evaluation data, and the placement options. (34 CFR 104.35)

In interpreting evaluation data and making placement decisions, the team shall draw upon information from a variety of sources, including such sources as aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background, and adaptive behavior. The team shall also ensure that information obtained from all such sources is documented and carefully considered and that the placement decision is made in conformity with 34 CFR 104.34. (34 CFR 104.35)

2. If, upon evaluation, a student is determined to be eligible for services under Section 504, the team shall meet to develop a written 504 services plan which shall specify the types of regular or special education services, accommodations, and supplementary aids and services necessary to ensure that the student receives FAPE. The parents/guardians shall be invited to participate in the meeting and shall be given an opportunity to examine all relevant records.
3. If the 504 team determines that no services are necessary for the student, the record of the team's meeting shall reflect whether or not the student has been identified as a disabled person under Section 504 and shall state the basis for the decision that no special services are presently needed. The student's parent/guardian shall be informed in writing of his/her rights and procedural safeguards, as described in the "Procedural Safeguards" section below.
4. The student shall be placed in the regular educational environment, unless the district can demonstrate that the education of the student in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily. The student shall be educated with those who are not disabled to the maximum extent appropriate to his/her individual needs. (34 CFR 104.34)

[Type text]

IDENTIFICATION AND EDUCATION UNDER SECTION 504**NEW ADMINISTRATIVE REGULATIONS**

5. The district shall complete the identification, evaluation, and placement process within a reasonable time frame.
6. A copy of the student's Section 504 service plan shall be kept in his/her student record. The district staff members who provide services to the student shall be informed of the student's Section 504 services plan's requirements.

Review and Reevaluation

1. The 504 team shall monitor the progress of the student and the effectiveness of the student's Section 504 services plan to determine whether the services are appropriate and necessary and whether the student's needs are being met as adequately as the needs of nondisabled students. The team shall review the student's plan periodically. In addition, the student's eligibility under Section 504 and whether the services provided in the 504 plan are appropriate and adequate should be reevaluated periodically. In determining the need for periodic review and evaluation, the 504 team shall be guided by the IDEA provisions requiring annual review and triennial reevaluation. Additionally, the need for periodic review and reevaluation shall be considered on a case-by-case basis – e.g. prior to a significant change in placement or upon parental request.
2. A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement. (34 CFR 104.35)

Procedural Safeguards

1. Parents/guardians shall be notified in writing of all district decisions regarding the identification, evaluation, or educational placement of students with disabilities or suspected disabilities. Notifications shall include a statement of their right to:
(34 CFR 104.36)
 - a. Examine relevant records
 - b. Have an impartial hearing with an opportunity for participation by the parents/guardians and their counsel
 - c. Have a review procedure

Notification shall also set forth the procedure for requesting an impartial hearing. Requests shall be made to the Director of Special Education.

IDENTIFICATION AND EDUCATION UNDER SECTION 504**NEW ADMINISTRATIVE REGULATIONS**

If a parent/guardian disagrees with decisions regarding the identification, evaluation, or educational placement of his/her child under Section 504, he/she may request a Section 504 due process hearing in accordance with the following procedures:

(Note: If a parent/guardian wishes to file a complaint alleging that a student with a disability has been subjected to discriminatory treatment (e.g., harassment or accessibility issues), he/she may file a complaint in accordance with the district's uniform complaint procedures.)

1. Within 30 days after receipt of the district's decision with which the parent/guardian disagrees, the parent/guardian may request an administrative review of the decision in writing.

The 504 Coordinator shall designate an appropriate administrator to meet with the parent/guardian to attempt to resolve the issue. This review shall be held within 14 days of receiving the parent/guardian's request.

2. If the parent/guardian chooses not to request an administrative review or if the review does not resolve the issue, the parent/guardian may request in writing a Section 504 due process hearing. The parent/guardian's request for a hearing shall be made within 30 days of receiving the district's decision or within 14 days of completion of the administrative review. The request shall include:
 - a. The specific nature of the decision with which the parent/guardian disagrees
 - b. The specific relief the parent/guardian seeks
 - c. Any other information the parent/guardian believes pertinent

Within 30 days of receiving the parent/guardian's request, the Superintendent or designee and 504 Coordinator shall select an impartial hearing officer. This 30-day deadline may be extended for good cause or by mutual agreement of the parties.

To ensure impartiality, such officers shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.

Within 45 days of the selection of the hearing officer, the Section 504 due process hearing shall be conducted and a written decision mailed to all parties. This 45-day deadline may be extended for good cause or by mutual agreement of the parties.

IDENTIFICATION AND EDUCATION UNDER SECTION 504

NEW ADMINISTRATIVE REGULATIONS

Any party to the hearing shall be afforded the right to:

1. Be accompanied and advised by counsel and by individuals with special knowledge or training related to the problems of students who are qualified as disabled under Section 504
2. Present written and oral evidence
3. Question and cross-examine witnesses
4. Receive written findings by the hearing officer

If desired, either party may seek a review of the hearing officer's decision by a federal court of competent jurisdiction.

Notifications

The Superintendent or designee shall ensure that the district has taken appropriate steps to notify students and parents/guardians of the district's duty under Section 504. (34 CFR 104.32)

Adopted: -----

Revised: -----



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: August 27, 2013
SUBJECT: **Adopt Resolution No. 13-06 Approving the Application Authorizing the District to Enter into a Yearly Contract with the State for a Child Development Program for the 2013-2014 School Year and to Authorize Designated Personnel to Sign Contract Documents**

BACKGROUND: Tracy Unified School District operates a State Preschool Program on the South/West Park Elementary School campus for which the District receives special State funding. Governing Board approval of the Resolution authorizing the District to enter into a contract is required for receipt of the funds each year. The authorized signatures are Dr. Casey Goodall, Associate Superintendent of Business Services and Linda Boragno-Dopp, Director of Alternative Programs.

RATIONALE: The State Preschool Program provides important educational opportunities for students ages 3 to 4. In addition, over half of the students are bilingual, and the preschool provides these students an additional opportunity for early English Language Acquisition. The State will provide approximately \$145,975 for the operation of this program. This agenda item 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 is no cost to the District.

RECOMMENDATION: Adopt Resolution No. 13-06 Approving the Application Authorizing the District to Enter into a Yearly Contract with the State for a Child Development Program for the 2013-2014 School Year and to Authorize Designated Personnel to Sign Contract Documents

Prepared by: Linda Boragno-Director, Director of Alternative Programs

TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 13-06

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2013-14.

RESOLUTION NO. 13-06

BE IT RESOLVED that the Governing Board of TRACY UNIFIED SCHOOL DISTRICT

authorizes entering into local agreement number/s _____ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Dr. Casey Goodall</u>	<u>Assoc. Superintendent</u>	_____
<u>Linda Boragno-Dopp</u>	<u>Director of Alternative Ed</u>	_____

PASSED AND ADOPTED THIS 10th day of September 2013-14, by the Governing Board of Tracy Unified School District of San Joaquin County, California.

I, Gregg Crandall, Clerk of the Governing Board of Tracy Unified, of San Joaquin County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

June 1, 2013

Dear Director of Child Development Programs:

CHILD DEVELOPMENT CONTRACT ENCLOSURES

Enclosed please find your General Child Care (CCTR), California State Preschool Program (CSPP), Migrant (CMIG), Family Child Care Homes (CFCC), Allowance for Handicapped (CHAN), California Alternative Payment Program (CAPP), California Resource and Referral Program (CRRP), and/or California Local Planning Council (CLPC) contracts for Fiscal Year (FY) 2013–14.

The California Department of Education (CDE) rolled contract maximum reimbursable amounts (MRAs) based on the funding levels proposed in the Governor's January Budget. As in previous years, the FY 2013–14 contract MRAs for CalWORKs Stage 2 and CalWORKs Stage 3 will be based on the funding levels proposed in the Governor's May Revise. I expect these contracts will be issued shortly.

Please be aware that all child development contract MRAs are subject to further adjustments contingent upon final legislation enacted in the FY 2013–14 budget. Thank you for your continued support and service to children and families in California, as well as your patience in these difficult times of fiscal uncertainty.

If you have any questions, please feel free to contact your assigned fiscal analyst.

Sincerely,

Roxanne Eres, Director
Fiscal and Administrative Services Division

RE:acj
Enclosure



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

Date: June 1, 2013

Dear Executive Directors, Child Development Programs:

Subject: 2013–14 CHILD DEVELOPMENT CONTRACTS

Please find attached a summary of the Funding Terms and Conditions (FT&Cs) changes for Fiscal Year 2013–14 (FY) (Attachment A) and a list of contract types and prefixes for the Child Care and Development (CCD) contracts.

By July 1, 2013, the 2013–14 FT&Cs will be available on the Internet at <http://www.cde.ca.gov/fg/aa/cd>, which can be downloaded and printed for your files. The prior year 2012–13 FT&Cs will remain on the Web site for your convenience. In addition, the program requirements for the Quality (one-time only/support) programs will also be posted on the Web site. However, if you do not have Internet capabilities, you may request a hard copy by contacting your assigned contract analyst. The Contract Analyst Directory is also available at the California Department of Education (CDE) Web site listed above.

The 2013–14 funding term and condition changes include the TrustLine regulations (California *Health and Safety Code*, Section 1596.66) which were effective in January 2013 and the requirements for enrolling children in California State Preschool Program pursuant to Statutes of 2012, SB 1016, Chapter 38. As a result, there are new definitions added and/or revised in the Definition section of the FT&Cs. Additionally, the center-based program contracts have a "Site Listing" attached to the contract. The purpose of this listing is to ensure and identify in the contract the correct site locations, including both the name and address of sites where the CDE subsidized children are being served. The site listing information was pulled from the CDE Child Development Management Information System (CDMIS) which was identified as the most current site information the CDE have on file for the contractors. If the information on the "Site Listing" does not reflect the correct information, please update this information in the CDMIS as soon as possible. Please do not write on the "Site Listing" attached to the 2013–14 Contract(s).

The CDE encourages you to read all the terms of the contract including the General Terms and Conditions (GTC-610/GIA-610 and CCC-307). It is necessary that you return

June 1, 2013

Page 2

the CCC-307 with your signed contract because the CDE will be unable to process the contract without the signed CCC-307 and/or the Federal Certification (CO-8) if applicable. **Please sign and return your contract(s) and all appropriate documents to the CDE Contracts, Purchasing and Conference Services Office (CPCSO),** as soon as possible, to ensure timely receipt of your first apportionment. Public agencies needing a resolution may forward their contracts, prior to formal board action (local policies permitting), if a letter is included indicating when the board will meet and that the required resolution will be forwarded to the CPCSO at that time.

If you have any questions regarding the changes, please contact Doris Morris, Manager, Child Development Contracts and Purchasing, at 916-323-5591 or by e-mail at dmorris@cde.ca.gov; or Margie Burke, Manager, CPCSO at 916-322-7076 or by e-mail at mburke@cde.ca.gov. If you have questions regarding the status of your contract, please call the appropriate contract analyst.

Sincerely,



Sharon Taylor, Director
Personnel Services Division

ST:dm
Attachments

2013–14 FT&Cs Summary of Changes

Any changes as a result of the enactment of the Budget will be incorporated into the amendments for 2013–14.

Revisions below are in addition to changes made with the 2012–13 amendments which are incorporated for all contract types. Please note that the page numbers cited below are based on the Center-Based program FT&Cs; therefore, the page numbers may be off by a few pages for the other program types.

All Child Care Programs

- Updated fiscal year dates throughout the document
- Corrected grammar and format issues where needed throughout the document
- Updated audit timelines to reflect audit due dates for 2013–14 under the Accounting and Reporting Requirements Section (p. 43).
- Revised definition "Additional Funds" to comply with CDE's new award of funding regulations effective June 12, 2012 (p.2).
- Updated the definition of "CSPP eligible four-year old" to comply with Chapter 38, Statutes of 2012 (SB 1016), EC Section 8208 (aj) (p.7).
- Updated the definition of "CSPP eligible three year-old" to comply with Chapter 38, Statutes of 2012 (SB 1016), EC Section 8208 (ai) (p.7).
- Added the definition "immediate need" to comply with new TrustLine regulation 5CCR 18078 effective January 23, 2013 (p.9).
- Revised definition "New Contract" to comply with CDE's new award of funding regulations effective June 12, 2012 (p.10).
- Added the definition "provisional provider" to comply with new TrustLine regulations, 5CCR 18078 effective January 23, 2013 (p.12).
- Revised General Provisions Section "Eligibility for Funding" to comply with CDE's award of funding regulations effective June 12, 2012 (p. 20).

Center- Based Child Care (CCTR, CFCC, and CMIG)

- Updated reference in Section IV.A, Fee Schedule, Fee Assessment, to include all applicable codes (p. 78).
- Revised Section IV.B., Fee Schedule, Exclusions from Fee assessment, to comply with Chapter 38, Statutes of 2012 (SB 1016), EC Section 8239 (e) (p.79).

Alternative Payment Programs (Non-CalWORKs)

- Updated references in Section IV.A, Fee Schedule, Fee Assessment, to include all applicable codes (p. 70).
- Revised Section IV.B., Fee Schedule, Exclusions from Fee assessment, to comply with Chapter 38, Statutes of 2012 (SB 1016), EC Section 8239 (e) (p.70).
- Added Section XII., Eligible Providers pursuant to new 5CCR, Sections 18227 effective January 23, 2013 (p. 76).
- Added Section XIII., Provisional Child Care Providers, pursuant to new 5CCR, Section 18227.1 effective January 23, 2013. (p. 77).
- Added Section XIV, Notification of Ineligible Status of a License Exempt Provider, pursuant to new 5CCR, Section 18224.6, effective January 23, 2013 (p. 77).

CalWORKs, Stage 2

- Revised age requirement references in Program Requirements Section I.A., Eligibility and Need and Documentation, to comply with the CalWORKs regulations which became effective December 1, 2012 (p. 53).
- Updated references in Section IV.A, Fee Schedule, Fee Assessment, to include all applicable codes (p. 73).
- Revised Section IV.B., Fee Schedule, Exclusions from Fee assessment, to comply with Chapter 38, Statutes of 2012 (SB 1016), EC Section 8239 (e) (p.73).
- Added Section XII., Eligible Providers pursuant to new 5CCR, Sections 18227 effective January 23, 2013 (p. 84).
- Added Section XIII., Provisional Child Care Providers, pursuant to new 5CCR, Section 18227.1 effective January 23, 2013. (p. 85).
- Added Section XIV, Notification of Ineligible Status of a License Exempt Provider, pursuant to new 5CCR, Section 18224.6, effective January 23, 2013 (p. 85).

CalWORKs, Stage 3

- Revised age requirement references in Program Requirements Section I.A., Eligibility and Need and Documentation, to comply with the CalWORKs regulations which became effective December 1, 2012 (p. 53).
- Updated references in Section IV.A, Fee Schedule, Fee Assessment, to include all applicable codes (p. 70).

- Revised Section IV.B., Fee Schedule, Exclusions from Fee assessment, to comply with Chapter 38, Statutes of 2012 (SB 1016), EC Section 8239 (e) (p.70).
- Added Section XII., Eligible Providers pursuant to new 5CCR, Sections 18227 effective January 23, 2013 (p. 76).
- Added Section XIII., Provisional Child Care Providers, pursuant to new 5CCR, Section 18227.1 effective January 23, 2013. (p. 85).
- Added Section XIV, Notification of Ineligible Status of a License Exempt Provider, pursuant to new 5CCR, Section 18224.6, effective January 23, 2013 (p.85).

**California Migrant Alternative Payment Program
(CMAP)**

- Updated references in Section IV.A, Fee Schedule, Fee Assessment, to include all applicable codes (p.70).
- Revised Section IV.B., Fee Schedule, Exclusions from Fee assessment, to comply with Chapter 38, Statutes of 2012 (SB 1016), EC Section 8239 (e) (p.70).
- Added Section XII., Eligible Providers pursuant to new 5CCR, Sections 18227 effective January 23, 2013 (p. 80).
- Added Section XIII., Provisional Child Care Providers, pursuant to new 5CCR, Section 18227.1 effective January 23, 2013. (p.81).
- Added Section XIV, Notification of Ineligible Status of a License Exempt Provider, pursuant to new 5CCR, Section 18224.6, effective January 23, 2013 (p. 82).

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

pg 2

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
TRACY UNIFIED SCHOOL DISTRICT		95-105500
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
Linda Boragno-Dopp, Director of Alternative Programs		
<i>Date Executed</i>	<i>Executed in the County of</i>	
	San Joaquin	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: August 29, 2013
SUBJECT: **Adopt Board Policy 5118, Open Enrollment Act Transfers (Second Reading)**

BACKGROUND: This is a new board policy because SBX5 4 (Ch. 3, Fifth Extraordinary Session, Statutes of 2010), Education Code 48350-48361 created the Open Enrollment Act which allows a student attending a "low-achieving school" to transfer to another school that has a higher Academic Performance Index (API) than the school in which the student was enrolled. Each year, the Superintendent of Public Instruction identifies 1,000 open enrollment schools ranked by increasing API scores. The list does not include court, community, community day, or charter schools and a district may not have more than 10 percent of its schools on the list. It is unclear whether the Open Enrollment Act grants students who are attending an open enrollment school the right to transfer to another school within the district, as well as outside of the district. In order to avoid conflict with the statute authorizing intradistrict open enrollment, the following policy and administrative regulation require students who wish to transfer to another district school to use the district's policy and procedures created pursuant to Education Code 35160.5.

RATIONALE: Write separate Board Policy 5118 in accordance with the current existing California Education Codes, laws, and California School Advisory Board (GAMUT). This policy complies with District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified subgroups is closed.

FUNDING: None.

RECOMMENDATION: Adopt Board Policy 5118, Open Enrollment Act Transfers (Second Reading)

Prepared by: Mr. Paul Hall, Director Student Services & Curriculum

Open Enrollment Act Transfers

The Governing Board desires to offer enrollment options in order to provide children with opportunities for academic achievement that meet their diverse needs. Such options shall also be provided to children who reside within another district's boundaries in accordance with law, Board Policy, and Administrative Regulation.

Whenever a student is attending a District school on the Open Enrollment List as identified by the Superintendent of Public Instruction, he/she may transfer to another school within or outside of the District, as long as the school to which he/she is transferring has a higher Academic Performance Index. (Education Code 48354, 48356).

A parent/guardian whose child is attending a District school on the Open Enrollment List and who wishes to have his/her child attend another school within the District shall apply for enrollment using BP/AR 5116.1 - Intradistrict Open Enrollment.

In order to ensure that priorities for enrollment in district schools are implemented in accordance with law, the Board hereby waives the January 1 deadline in Education Code 48354 for all applications for transfer from nonresident parents/guardians of children attending a school on the Open Enrollment List in another district. Transfer applications shall be submitted between October 1 through January 1, of the preceding school year, for which the transfer is requested.

The Board may deny a transfer out of or into the District upon a determination by the Board that the transfer would negatively impact a court-ordered or voluntary desegregation plan in accordance with Education Code 48355.

Standards for Rejection of Transfer Applications

Pursuant to Education Code 48356, the Board has adopted the following standards for acceptance and rejection of transfer applications submitted by a parent/guardian of a student attending a school in another district on the Open Enrollment List. The Superintendent or designee shall apply these standards in accordance with Board Policy and Administrative Regulation and shall ensure that the standards are applied uniformly and consistently.

As applicable, the Superintendent or designee may deny a transfer application under any of the following circumstances:

1. Upon a determination that approval of the transfer application would negatively impact the capacity of a program, class, grade level, or school building, including:
 - a. The class or grade level exceeding the District's limits pursuant to the state Class Size

Open Enrollment Act Transfers

Reduction Program or the Morgan/Hart Class Size Reduction Program for Grades 9-12

- b. The site, classroom, or program exceeding the maximum student-teacher ratio specified in the district's collective bargaining agreement
 - c. The site or classroom exceeding the physical capacity of the facility pursuant to the district's facilities master plan or other facility planning document
 - d. The class or grade level exceeding capacity pursuant items #a - #c above in subsequent years as the student advances to other grade levels at the school
2. Upon a determination that approval of the transfer application would have an adverse financial impact on the District, including:
- a. The hiring of additional certificated or classified staff
 - b. The operation of additional classrooms or instructional facilities
 - c. Expenses incurred by the District that would not be covered by the apportionment of funds received from the state resulting in a reduction of the resources available to resident students

Appeal Process for Denials of Transfer Applications

A parent/guardian may appeal the District's denial of a transfer application to the Board by filing a written request of appeal with the Superintendent or designee within 10 days of the receipt of the written notification of denial. In addition, a parent/guardian who believes he/she has been subject to discrimination may file an appeal using the District's Uniform Complaint Procedures.

The Board shall schedule an appeal hearing as soon as practicable at a regular or special meeting of the Board. At the hearing, the parent/guardian shall have the right to present oral or written evidence, rebut District evidence, and question any District witnesses. Unless the parent/guardian requests that the hearing be held in open session, the hearing shall be held in closed session in order to protect the privacy of students in accordance with law.

The Board shall make its decision by the next regularly scheduled meeting and shall send its decision to all concerned parties. The Board's decision shall be final.

Program Evaluation

The Superintendent or designee shall collect data regarding the number of students who transfer

Open Enrollment Act Transfers

out of the District pursuant to the Open Enrollment Act. He/she also shall collect data regarding the number of students who apply to transfer into the District, the number of requests granted, denied, or withdrawn, and the District schools and programs receiving applications.

When the Superintendent or designee anticipates that a particular school will receive a large number of transfer applications, he/she shall study the enrollment pattern at that school in order to anticipate future resident enrollment at the school and at the District schools into which those students would normally matriculate.

The Superintendent or designee shall regularly report to the Board regarding the implementation of this program.

Legal Reference:

EDUCATION CODE

200 Prohibition of discrimination
 35160.5 District policies, rules, and regulations
 46600-46611 Interdistrict attendance agreements
 48200 Compulsory attendance
 48204 Residency requirements for school attendance
 48300-48316 Student attendance alternatives, school district of choice program
 48350-48361 Open Enrollment Act
 48915 Expulsion; particular circumstances
 48915.1 Expelled individuals: enrollment in another district
 52317 Regional Occupational Center/Program, enrollment of students, interdistrict attendance

FAMILY CODE

6500-6552 Caregivers

UNITED STATES CODE, TITLE 20

6316 Transfers from program improvement schools

CODE OF REGULATIONS, TITLE 5

4700-4703 Open Enrollment Act

CODE OF FEDERAL REGULATIONS, TITLE 34

200.36 Dissemination of information

200.37 Notice of program improvement status, option to transfer

200.39 Program improvement, transfer option

200.42 Corrective action, transfer option

200.43 Restructuring, transfer option

200.44 Public school choice, program improvement schools

ATTORNEY GENERAL OPINIONS

87 Ops.Cal.Atty.Gen. 132 (2004)

Open Enrollment Act Transfers

84 Ops.Cal.Atty.Gen. 198 (2001)

COURT DECISIONS

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

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DRAFT



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: August 29, 2013
SUBJECT: Acknowledge Administrative Regulation 5118, Open Enrollment Act Transfers (Second Reading)

BACKGROUND: This is a new administrative regulation because SBX5 4 (Ch. 3, Fifth Extraordinary Session, Statutes of 2010), Education Code 48350-48361 created the Open Enrollment Act which allows a student attending a "low-achieving school" to transfer to another school that has a higher Academic Performance Index (API) than the school in which the student was enrolled. Each year, the Superintendent of Public Instruction identifies 1,000 open enrollment schools ranked by increasing API scores. The list does not include court, community, community day, or charter schools and a district may not have more than 10 percent of its schools on the list. It is unclear whether the Open Enrollment Act grants students who are attending an open enrollment school the right to transfer to another school within the district, as well as outside of the district. In order to avoid conflict with the statute authorizing intradistrict open enrollment, the following policy and administrative regulation require students who wish to transfer to another district school to use the district's policy and procedures created pursuant to Education Code 35160.5

RATIONALE: Write separate Administrative Regulation 5118 in accordance with the current existing California Education Codes, laws, and California School Advisory Board (GAMUT). This policy complies with District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified subgroups is closed.

FUNDING: None

RECOMMENDATION: Acknowledge Administrative Regulation 5118, Open Enrollment Act Transfers (Second Reading)

Prepared by: Mr. Paul Hall, Director Student Services & Curriculum

Open Enrollment Act Transfers

Definitions

District of enrollment means the district, other than the district in which the student's parent/guardian resides, in which the parent/guardian intends to enroll his/her child. (Education Code 48352)

District of residence means the district in which the parent/guardian of a student resides and in which the student would otherwise be required to enroll pursuant to Education Code 48200. (Education Code 48352)

Open enrollment school means a "low-achieving" school identified by the Superintendent of Public Instruction (SPI) pursuant to Education Code 48352 and 5 CCR 4701. (Education Code 48352; 5 CCR 4701)

Transfer Applications into a District School

Enrollment priority shall be available to students who reside within this district. No student who resides within a school's attendance area or who is currently enrolled in a school shall be displaced by a student who is transferring pursuant Education Code 48350-48361 or 5 CCR 4700-4703. (Education Code 48354, 48356)

Applications shall be submitted within the deadlines established by Board policy.

However, the application deadline shall not apply to an application requesting a transfer if the parent/guardian with whom the student resides is enlisted in the military and was relocated by the military within 90 days prior to submitting the application. (Education Code 48354)

The parent/guardian's application may request enrollment of his/her child in a specific school or program. Requests for admission to a magnet school or program designed to serve gifted and talented students shall be subject to the usual admission requirements established by the district for district students. Except for such specialized admission requirements, the Superintendent or designee shall not consider the student's previous academic achievement, athletic performance, physical condition, English language proficiency, family income, or any of the prohibited bases for discrimination listed in Education Code 200. (Education Code 48354, 48356)

Students applying for open enrollment transfers shall be assigned priority for approval as follows: (Education Code 48356)

1. First priority for the siblings of students who already attend the desired school
2. Second priority for students transferring from a program improvement school ranked in

TUSD Approved: TBD

Decile 1 on the Academic Performance Index (API)

If the number of students who request a particular school exceeds the number of spaces available at that school, the Superintendent or designee shall conduct a lottery, in the group priority order identified in items #1 and #2 above, to select students at random until all of the available spaces are filled. (Education Code 48356)

Within 60 days of receiving the application, the Superintendent or designee shall provide written notification to the parent/guardian and the student's district of residence as to whether the application has been accepted or rejected. If the application has been rejected, the notice shall state the reasons for the rejection. If the application has been approved, the notification shall specify the particular school site and the school's address to which the student has been admitted. (Education Code 48357; 5 CCR 4702)

Terms of Approval

The Superintendent or designee shall ensure that the school to which the student is transferring has a higher API than the school in which the student was previously enrolled. (Education Code 48356)

The parent/guardian shall enroll his/her child on or before the first day of instruction or within 14 calendar days of receipt of the district's notice of approval of the application, whichever is later. If the parent/guardian fails to enroll his/her child within this timeframe, the district may decline to enroll the student. (5 CCR 4703)

Upon enrollment, the district shall grant the student any credits towards graduation that he/she received from his/her district of residence. The student shall be eligible for graduation from district schools upon completion of state and district graduation requirements. (Education Code 48358)

A student admitted to a district school through this process shall be deemed to have fulfilled district residency requirements pursuant to Education Code 48204 and shall not be required to reapply for enrollment in that school, regardless of whether his/her school of residence remains on the Open Enrollment List. (Education Code 48356; 5 CCR 4702)

Once admitted, a transfer student who wishes to matriculate into a district middle or high school or transfer to another district school shall reapply for admission to the new school pursuant to the requirements of Board policy and administrative regulation.

Parents/guardians are responsible for transporting their children to school.

Transfers out of District Schools on the Open Enrollment List

Upon identification by the California Department of Education (CDE) that a district school is on the Open Enrollment List, the Superintendent or designee shall notify the parents/guardians of each student enrolled in the school of the option to transfer. This notice shall be provided by the first day of instruction. However, if the CDE has not notified the district whether a school is on the list by the first day of instruction, the notification shall be provided no later than 14 calendar days after the Open Enrollment List is posted on the CDE's web site. (Education Code 48354; 5 CCR 4702)

DRAFT

(Exhibit) Open Enrollment Act Transfers

PARENTAL NOTIFICATION:
OPTION TO TRANSFER

[Date]

To the parents/guardians of students at _____ School:

The purpose of this letter is to inform you that our school has been identified by the California Department of Education (CDE) as an Open Enrollment school for the _____ school year.

Why is our school on the Open Enrollment List?

The Open Enrollment Act, which became law in the spring of 2010, requires the CDE to annually create a list of 1,000 schools ranked by their Academic Performance Index (API). A school's API is a number that ranges from 200 to 1,000 and is calculated using the results for each school's students on statewide tests. The state has set 800 as the API target for all schools to meet. Schools that fall short of 800 are required to meet annual growth targets until that goal is achieved. Annual API growth targets will vary for each school.

For more information about how the Open Enrollment List is created, please visit the CDE's web site: <http://www.cde.ca.gov/sp/eo/op>.

What right does a parent have to request a transfer?

All parents/guardians of students attending a school on the Open Enrollment List have the option to request a transfer of their child to another school in this district or in another California district. The school to which your child transfers must have a higher API than the school your child is leaving. Our school's API is _____.

The following district schools are available to accept transfers: [List schools with space available and higher API scores.]

If you would like to transfer your child to one of the schools listed above, please contact that school for information about applying for intradistrict open enrollment. Information about the performance and academic achievement of each available school is enclosed.

If you would like to transfer your child to a school in another district, you must contact that school district for information regarding their application procedures and timelines. To find a school with a higher API, go to the CDE's website: <http://api.cde.ca.gov/reports>.

Parents/guardians are responsible for providing transportation to and from the new school.

(Exhibit) Open Enrollment Act Transfers

We will keep you updated and informed about opportunities to discuss plans for our school. If you have questions, need additional information on how you can get involved in our school improvement efforts, or would like to discuss the school's instructional program, please feel free to call me and/or visit the school.

Sincerely,

[Name of Principal]

11/10



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: August 29, 2013
SUBJECT: **Adopt Revised Board Policy 6158, Independent Study (Second Reading)**

BACKGROUND: The Governing Board authorizes independent study as an optional alternative instructional strategy for eligible students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan and enabling students to reach curriculum objectives and fulfill graduation requirements. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part - or full-time classroom study.

RATIONALE: Revise Board Policy 6158 in accordance with the current existing California Education Codes, laws, and California School Advisory Board (GAMUT). This revision complies with District Strategic Goal #1: Prepare all students for college and careers; and District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: None.

RECOMMENDATION: Adopt Revised Board Policy 6158, Independent Study (Second Reading)

Prepared by: Mr. Paul Hall, Director Student Services & Curriculum

INDEPENDENT STUDY/INDIVIDUALIZED ARRANGEMENTS

The Governing Board authorizes independent study as an optional alternative instructional strategy for eligible students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan and enabling students to reach curriculum objectives and fulfill graduation requirements. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

A student's participation in independent study shall be voluntary. Students participating in independent study shall have the right, at any time, to enter or return to the regular classroom mode of instruction. (Education Code 51747; 5 CCR 11700).

Parents/guardians of students who are interested in independent study shall contact the Superintendent or designee. The Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the District's requirements for independent study and is likely to succeed in independent study, as well as or better than he/she would in the regular classroom.

The minimum period of time for any independent study option shall be five consecutive school days.

The Superintendent or designee shall ensure that a written independent study agreement, as prescribed by law, exists for each participating student. (Education Code 51747)

The written agreement shall specify the length of time in which each independent study assignment must be completed. Because excessive leniency in the duration of independent study assignments may result in a student falling behind his/her peers and increase the risk of dropping out of school, independent study assignments shall be no more than one week for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

When a participating student misses three assignments, an evaluation shall be conducted to determine whether it is in the student's best interest to remain in independent study. However, a student's written agreement may specify a lower or

INDEPENDENT STUDY/INDIVIDUALIZED ARRANGEMENTS

higher number of missed assignments that will trigger an evaluation when the Superintendent or designee determines it appropriate based on the nature of the assignments, the total number of assignments, and/or other unique circumstances.

Supervising teachers should establish an appropriate schedule for student-teacher conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school. Except in unusual circumstances, it is expected that the supervising teacher will meet, either in person or by electronic means, with each participating student at least once a week to discuss the student's progress.

Missing appointments with the supervising teacher without valid reasons also may trigger an evaluation to determine whether the student should remain in independent study.

The Superintendent or designee shall annually report to the Board the number of students participating in independent study, the average daily attendance generated for apportionment purposes, the quality of these students' work as measured by standard indicators, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

Home-Based Independent Study

The Superintendent or designee shall encourage parents/guardians desiring to teach their children at home to have their children participate in independent study. Such participation allows continued contact and cooperation between the school system and the home-based student and ensures that the student will be offered a standards-based education substantially equivalent in quality and quantity to the district's classroom instruction.

The governing board of a school district which maintains an elementary school, secondary school, an opportunity school/program, a continuation school, summer school, a work experience program, or a special education program may adopt rules and regulations which authorize any pupil enrolled to enroll in a voluntary independent study program of the district, except as provided in subdivision.

Not more than 10 percent of the pupils enrolled in an opportunity school/program or a continuation high school shall participate in an independent study pursuant to this article.

INDEPENDENT STUDY/INDIVIDUALIZED ARRANGEMENTS

The primary goal of Independent Study is to offer a means of individualizing the educational program for students whose needs may best be met through study outside of the regular classroom setting. No course required for high school graduation shall be offered exclusively through Independent Study. (Education Code 51745).

Program Administration

Independent Study Program is a district program under the direction of the Assistant Superintendent for Educational Services. However, the Tracy Adult School principal shall serve as the coordinator for the Independent Study Program. His/her responsibilities shall include:

1. Making sure that the program adheres to district policy, regulations, and state law.
2. Approving the enrollment of all students and facilitating the completion of independent study agreements.
3. Approving all independent study credits and forwarding this information to the appropriate school personnel so that it becomes a permanent part of the student's records.
4. Authorizing Independent Study teachers and other personnel involved with the program.
5. Completing or coordinating all necessary records and reports including submitting to the district's finance division all necessary enrollment and attendance information.

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENTS (Continued)**

6. Monitoring enrollment to stay within prescribed caps and maximizing income to the district.
7. Developing and managing the Independent Study Program budget.

An independent study program shall be coordinated, evaluated, and under the general, but not necessarily immediate, supervision of an employee of the district who possess a valid certification document.

No individual with exceptional needs may be enrolled in an independent study program, unless his or her individualized education program specifically provides for such enrollment.

The nature, manner of conducting, and location of any independent study program shall be determined by the school district pursuant to rules and regulations adopted by the State Board of Education. The school district or county board shall ensure that the components of each individual study program for each pupil shall be set out in writing.

A pupil enrolled in an independent study program shall not be credited with more than one day of attendance per calendar day.

Independent study shall be based on a written agreement signed by the student, the student's parents or legal guardian, the certificated person providing general supervision, and any other person who has direct responsibility to provide instructional assistance to the student.

This agreement shall include but not be limited to:

1. The duration of the independent study agreement.
2. The manner, frequency, time and place of reporting progress.
3. The title and statement of the major objectives of the course of study to be undertaken.
4. The method of evaluation.
5. A statement of the number of credits to be earned upon completion of the agreement.

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENTS (Continued)**

The student and parents or guardian of a minor student shall meet with the supervising staff member to review rules and regulations and to develop and sign the contract. The contract is then sent to the parent/guardian; one copy is retained by the Independent Study coordinator and one copy is retained by the supervising staff member.

Academic Performance and Attendance Requirements

The following rules of attendance shall apply with each Independent Study Agreement:

1. Every Independent Study student shall meet with the school district representative named in his or her written agreement a minimum of one hour per week, at the site specified in the agreement, unless other specific contacts are described in the agreement to accommodate a student's travel away from the area where the customary contact would occur or other officially recognized reason. Further, each student shall be responsible for not less than twenty (20) hours of study per calendar week.
2. If a student fails to meet the terms and conditions of his or her written agreement including the specified contact(s) with his/her school district representative, he/she shall be notified in writing. After a second such incident, a second letter shall be sent to the student and parent(s) and failure to respond to this letter within one week without acceptable justification may result in his/her ISP agreement termination or "drop."
3. Two significant performance failures as described in item 2 above within 90 calendar days may constitute a "drop". Illness, medical, or dental appointments, medical emergencies, or a death in the family would constitute satisfactory justification for failure to keep a scheduled appointment. Illness and other conditions which constitute an "excused absence" for students in classroom-based schooling do not count for "excused absences" in the ISP positive attendance accounting process.
4. Appointments or student/teacher contact shall be kept regularly. Missed appointments shall be made up within one week.

INDEPENDENT STUDY/INDIVIDUALIZED ARRANGEMENTS (Continued)

Curriculum

The academic curriculum for Independent Study is individualized for each student participating in the program. Each student is tested, placed, and encouraged to progress from where he is to a higher level. A variety of instructional materials are utilized to meet the individual needs of students.

The academic curriculum is designed to upgrade basic skills, complete high school graduation requirements, or pass the GED or California High School Proficiency Exam. Students will be graded by the Independent Study teacher at the regular grading intervals (1st quarter, 2nd quarter, 3rd quarter, 4th quarter). Students will receive credits commensurate with the time in the program and the amount of work successfully completed in one to five unit increments.

The following is a list of subject areas covered through the Independent Study Program:

1. Math
2. Science
3. Social Studies
4. English
5. Physical Education (max 40 credits)
6. Fine Arts
7. Elective Courses
8. Vocational Classes (i.e. typing or accounting)
9. Work Experience (maximum of 40 credits)

Recordkeeping

The supervising staff member shall maintain a file for each student on Independent Study. This file shall contain a copy of the contract, a written curriculum plan, and an attendance/time log. An identical file shall be maintained by the Independent Study Coordinator.

The supervising staff member shall report attendance to the Independent Study Clerk once per week or every 20 hours. Should a student miss an appointment, the supervising staff member shall send a notice of unsatisfactory progress to the parent with one copy to the Independent Study Coordinator and one copy to the student's counselor. Two consecutive missed appointments may cause termination of the contract.

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENTS (Continued)**

In addition to attendance, the supervising staff member shall maintain a record of student progress by completing the student progress report once per week or every 20 hours. One copy of the progress report will remain with the supervising staff member and one copy will be forwarded to the Independent Study Coordinator, and one copy will be forwarded to the student's counselor.

To foster each student's success in independent study, the Board establishes the following maximum lengths of time, which may elapse before an independent study assignment is due:

1. Special assignments extending the content of regular course of instruction:

Students in grades K-3:	two weeks
Students in grades 4-8:	four weeks
Students in grades 9-12:	six weeks

2. Continuing and special study during travel:

Students in grades K-3:	three weeks
Students in grades 4-8:	six weeks
Students in grades 9-12:	ten weeks

3. Individualized alternative education designed to teach the knowledge and skills of core curriculum.

Students in grades K-3:	one week
Students in grades 4-8:	two weeks
Students in grades 9-12:	three weeks

When circumstances justify a longer time, the Superintendent or designee may honor the request of an individual student or his/her parent/guardian to extend the maximum length of an assignment as follows:

Students in grades K-3:	four weeks
Students in grades 4-8:	eight weeks
Students in grades 9-12:	twelve weeks

When any student fails to complete two consecutive independent study assignments, the Superintendent or designee shall conduct an evaluation to determine whether it is in the

INDEPENDENT STUDY/INDIVIDUALIZED ARRANGEMENTS (Continued)

student's best interest to remain in independent study. Evaluation findings shall be kept in the student's permanent record. (Education Code 51747).

Termination of Agreement

An Independent Study agreement may be terminated for the following reasons:

1. Failure to report to two consecutive appointments with the supervising staff member.
2. Failure to complete at least 20 hours of homework per week.
3. Any violation of the Student Conduct or Discipline Policy of the Districts' schools.

When an agreement is terminated, the supervising staff member shall mail a drop notice to the parent/guardian. A copy of the drop notice shall be sent to the Independent Study coordinator and a copy sent to the student's counselor.

Completion of Agreement

When a student has successfully completed the Independent Study agreement, the supervising staff member shall indicate the units earned on the agreement form, sign the agreement, and forward the agreement to the Independent Study Coordinator. The Independent Study Coordinator shall review the completed contract and forward one copy to the school registrar and one copy to the student's counselor. The Independent Study Coordinator shall enter the units earned into the student's record. The agreement shall be retained in the student's cumulative record.

Independent Study Program Flow Chart – K-8/(Continuation School Students)

1. Parent petitions school principal or designee for entrance into the program
2. Coordinator identifies supervising staff member who then develops curriculum for the contract.
3. If petition is denied, parent can institute appeal process to the Director of Student Services.

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENTS (Continued)**

Independent Study Program Flow Chart – 9-12

1. Student/parent petitions to counselor for entrance into the program.
2. Counselor reviews records, determines eligibility, and determines area of study.
3. Petition sent to the District Student Assistance Team for review and parent notification.
4. If petition is denied, parent can institute appeal process to the Director of Student Services
5. Coordinator identifies supervising staff member who then develops curriculum for the contract.
6. Student/parent meet with supervising staff member to review rules and to develop and sign the agreement. The agreement will be sent to coordinator for review and signature.
7. Student begins work – meets with supervising staff member at least once per week – supervising staff member monitors attendance and progress, makes regular reports, and contacts parents if problems arise.
8. When the agreement is completed, the supervising staff member assigns the units, signs the contract, and forwards to coordinator for review.
9. Coordinator reviews the agreement and enters units into the student's record. The agreement is retained in student's cumulative record.

Independent Study Program Flow Chart/(Students over 18 years of age)

1. Student submits a request for Independent Study to the program coordinator.
2. Once the student is accepted into the program, the Independent Study Coordinator identifies supervising staff member, who then develops curriculum for the agreement.

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENTS (Continued)**

3. Student meets with supervising staff member to review rules and to develop and sign the agreement. The agreement will be sent to coordinator for review and signature.
4. Students begins work – meets with supervising staff member at least once per week- supervising staff member monitors attendance and progress, and makes regular reports.
5. When the agreement is completed, the supervising staff member assigns the units, signs the agreement, and forwards to coordinator for review.
6. Coordinator reviews agreement and enters units into the student's record. The agreement is retained in student's cumulative record.

Exit from the Independent Study Program

1. Each student in grades K-8 and Continuation Education students will be formally reviewed at the end of each semester by the site principal or designee to assess his/her academic progress and determine if Independent Study is the most appropriate educational program for the student.
2. Each student in grades 9-12 will be formally reviewed at the end of each semester by the District Student Assistance Team to assess his/her academic progress and determine if Independent Study is the most appropriate educational program for the student.
3. The Student Assistance Team will discuss each case and make a group recommendation to the Coordinator of the Independent Study Program. In turn, the Coordinator for Independent Study will determine if Independent Study is the appropriate placement for the student. If the parent/guardian disagrees with the decision made by the Coordinator of Independent Study, then he/she may appeal to the Director of Student Services. The decision of the Director of Student Services shall be final.

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENTS (Continued)**

Admission To The Independent Study Program:

Consistent with the California Education Code, the following process shall be followed for Independent Study for all schools within the District high schools.

1. The parent/guardian submits request to principal (K-8) who contacts the Independent Study Director.
2. The parent or guardian and the student (9-12) shall submit a request for participation in the Independent Study Program to the student's counselor.
3. The counselor shall review the student's records, determine the feasibility of Independent Study and submit the student's request to the District Student

Assistance Team. The Student Assistance Team will consist of an administrator for District high schools, the student's grade level counselor, the Tracy Adult School Principal, and other support staff as needed.

The parent/guardian will be notified of the Student Assistance Team meeting to consider placement of the student in Independent Study and the opportunity for the parent/guardian to be present at the meeting.

1. The Alternative Education Committee will review each student's request and determine if Independent Study is the appropriate program for the student. Typically, students in grades 9-12 must be enrolled in a comprehensive high
2. School for at least one semester before being considered for the District's Independent Study Program. Exceptions to the one semester enrollment provision will be considered on an individual case by case bases. Entrance criteria for Independent Study shall include, but is not limited to one or more of the following:
 - a. Inappropriate behavior as documented by administrative records of disciplinary referrals and/or suspensions.
 - b. A pattern of irregular attendance as documented by school attendance records.
 - c. Habitual truancy

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENTS (Continued)**

- d. Failing grades as documented by academic records (deficiency notices, report cards, transcripts).
- e. Temporary or short term medical problems not best served by home reaching.
- f. A genuine economic hardship within the student's immediate family that would prevent him/her from attending school on a full-time basis.

Travel Study

1. Travel study is a short-term independent study agreement arranged on the school site by petitioning the counselor or principal.
2. Travel study students request work from their regular teachers and must submit acceptable work to receive regular classroom credit.
3. Travel is for four school weeks (20 days) or less, unless special circumstances exist in which the principal extends the agreement for additional 10 school days.
4. Travel study must be arranged for in advance or absence.

Legal References:

EDUCATION CODE

11700	Regulations on Independent Study
11701	District Responsibilities
11702	Agreements
11703	Records
17289	Exemption for facilities
41976.2	Independent study programs; adult education funding
42238	Revenue limits
44865	Qualifications for home teachers and teachers in special classes and schools
46300-46307.1	Method for Computing Average Daily Attendance
47612.5	Independent study in charter schools
48204	Residency based on parent employment

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENTS (Continued)**

48206.3	Home or hospital instruction; students with temporary disabilities
48220	Classes of children exempted
48340	Improvement of pupil attendance
48915	Expulsion; particular circumstances
48916.1	Educational program requirements for expelled students
48917	Suspension of expulsion order
51225.3	Requirements for high school graduation
51745-51749.3	Instituting an Independent Study Program
51746	Nature; Manner of Conducting; Location; Written Components
52206	Gifted and talented education; use of independent study to augment program
52522	Adult education alternative instructional delivery
52523	Adult education as supplement to high school curriculum; criteria
56026	Individuals with exceptional needs
58500-58512	Alternative schools and programs of choice
56340	et seq. Instructional planning and individualized education program
CODE OF FEDERAL REGULATIONS, Title 34	
300.340-349	Individualized education programs
300.503	Independent educational assessment
300.533	Placement procedures
300.550-553	Least restrictive environment; alternative placements; Placement; non-academic settings
ADMINISTRATIVE CODE, TITLE 5	
3022	Assessment plan
3023	Assessment
3024	Transfer
3040	Individualized education program implementation
3043	Extended school year
FAMILY CODE	
6550	Authorization affidavits
CODE OF REGULATIONS, TITLE 5	
11700-11703	Independent study

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENTS (Continued)**

19819 State audit compliance

COURT DECISIONS

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123
Cal.App.4th 1365

EDUCATION AUDIT APPEALS PANEL DECISIONS

Lucerne Valley Unified School District, Case No. 03-02 (2005)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Independent Study Operations Manual, 2000 Edition

Elements of Exemplary Independent Study

Approaches to Satisfying No Child Left Behind Act of 2001 Teacher

Requirements for Independent Study in Secondary
Schools, January 28, 2010

WEB SITES

California Consortium for Independent Study: <http://www.ccis.org>

California Department of Education, Independent Study:
<http://www.cde.ca.gov/sp/eo/is>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: August 29, 2013
SUBJECT: Acknowledge Revised Administrative Regulation 6158, Independent Study (Second Reading)

BACKGROUND: Independent Study is an individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum. It is also sometimes used for Travel Study when students are travelling with their families abroad during school sessions. Tracy Unified School District Board acknowledged the Administrative Regulation on September 23, 1997. Since then, there have been significant changes up through July of 2010.

RATIONALE: Update Administrative Regulation 6158 in accordance with the current existing California Education Codes, laws, and California School Advisory Board (GAMUT). This revision complies with District Strategic Goal #1: Prepare all students for college and careers.

FUNDING: None.

RECOMMENDATION: Acknowledge Revised Administrative Regulation 6158, Independent Study (Second Reading)

Prepared by: Mr. Paul Hall, Director Student Services & Curriculum

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENT (Continued)**

A. Purpose and Scope

The Governing Board of a school district which maintains an elementary school, secondary school, an opportunity/program, a continuation school, summer school, work experience program, or special education program, may adopt rules and regulations which authorize any pupil enrolled to enroll in an independent study program of the district.

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

- 1. Special assignments extending the content of regular courses of instruction**
- 2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum**
- 3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum**
- 4. Continuing and special study during travel**
- 5. Volunteer community service activities that support and strengthen student achievement**

In addition, when requested by a parent/guardian due to an emergency, vacation, or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in his/her regular classes.

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

Equivalency

The District's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the District's adopted course of study within the customary time frame. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENT (Continued)**

The District shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

Provided that experienced certificated staff are available to effectively supervise students in independent study, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently. A student whose academic performance is not at grade level may participate in independent study only if the school is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose District residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

For a student with disabilities, as defined in Education Code 56026, participation in independent study shall be approved only if his/her individualized education program specifically provides for such participation. (Education Code 51745)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

**INDEPENDENT STUDY/INDIVIDUALIZED
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No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant and parenting students who are primary caregivers for one or more of their children, shall be eligible for apportionment credit for independent study. (Education Code 51745)

B. General

Independent Study:

1. Definition: The Independent Study Program is an alternative to classroom instruction consistent with the District's course of study.
2. Rationale: There are times when it is in the student's best interest to include in his or her program, the Independent Study Program instead of, regular course assignments.
2. Scope: An individual student or group of students may engage in the Independent Study Program, on or off campus. The Independent Study Program may range from an activity as part of the regular class to an activity completely separate from the regular program.
4. The Independent Study Program or project need not be limited in time or geographical distance from school site.

Independent Study in the schools is an alternative educational program designed to serve students. The program also serves individuals who are over 18 years of age, up to 21.

The Independent Study Program is primarily for young people who are seeking alternatives to a regular high school education and has an acceptable reason for requesting Independent Study, **due to the limitation of having only ten percent of the ADA enrolled in this program.**

Student work is based on an Independent Study Agreement written by the student and teacher. This agreement governs such specifics as subject area, meeting times, course credit, and evaluation of student work.

Independent Study allows for flexible scheduling of student work. Of the student's "school time," 90% is spent on independent assignments at home, in the field, or on the

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENT (Continued)**

job. Approximately 10% of the student's "school time" is spent working directly with the teacher, usually once a week. During these sessions, the teacher and student review assigned work, evaluate progress, and make necessary modifications in the contract agreements.

1. Supervision: (1) The Tracy Adult School Principal shall serve as the Coordinator of Independent Study and be responsible for the administration and supervision of the Independent Study Program. ~~(2) Independent Study programs must be under the immediate supervision of an activity can be undertaken by other individuals who have volunteered, but are not directly affiliated with the school district, such as parents.~~
2. Coordination: A manual on Independent Study shall be made available to all students, parents, and the Independent Study teacher. The manual shall include guidelines and procedures including the following:
 - a. Identifying students appropriate for the program
 - b. Enrolling students in the program
 - c. Monitoring students' progress
 - d. Evaluating students' learning
3. Written Agreements: (1) Independent Study shall be based on a written agreement signed by the student, the student's parents or legal guardian for minor students, and the certificated supervisor, and any other person who has direct responsibility to provide instructional assistance to the student. (2) This agreement shall include, but not be limited to: **(Education Code 51747; 5 CCR 11700)**

A written agreement shall be developed and implemented for each student participating in independent study for five or more consecutive school days. (Education Code 46300, 51747)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but not be limited to, all of the following: (Education Code 51747; 5 CCR 11700)

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENT (Continued)**

- ~~a. The title and statement of the major objectives of the course of study to be undertaken.~~
- ~~b. The kinds of activities to reach the objectives.~~
- ~~c. The duration of the Independent Study contract.~~
- ~~d. The manner, frequency, time, and place of reporting progress.~~
- a. The manner, time, frequency, and place for submitting the student's assignments and for reporting his/her progress**
- b. The objectives and methods of study for the student's work and the methods used to evaluate that work**
- c. The specific resources, including materials and personnel that will be made available to the student**
- d. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study**
- e. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one semester or one-half year if the school is on a year-round calendar**
- f. A statement of the number of course credits or, for an elementary student, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion**
- g. A statement that independent study is an optional educational alternative in which no student may be required to participate**
- h. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction**

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENT (Continued)**

Before the student begins the independent study, the written agreement shall be signed and dated by the student, the parent/guardian or caregiver of the student if the student is under age 18, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student. (Education Code 51747; 5 CCR 11702)

D. Monitoring Student Progress

Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant.

However, the independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of his/her written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has missed the number of assignments specified in the written agreement as precipitating an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to a regular school program.

E. Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator shall be to:

1. Ensure that the district's independent study option is operated in accordance with law, Board policy, and administrative regulation and is substantially equal in quality and quantity to the classroom instruction

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENT (Continued)**

2. Obtain and maintain current information and skills required for the operation of an independent study program that meets established standards for the District's educational programs
3. Develop and manage the budget for independent study
4. Authorize the selection of certificated staff to be assigned as independent study teachers
5. Supervise any staff assigned to independent study functions that are not regularly supervised by another administrator
6. Approve or deny the participation of students requesting independent study
7. Facilitate the completion of written independent study agreements
8. Assure a smooth transition for students into and out of the independent study mode of instruction
9. Approve all credits earned through independent study and forward the information to the appropriate staff so that the information becomes part of the student's record
10. Complete or coordinate the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers and subject matter specialists assigned to work with independent study students.

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a certificated employee who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The principal and independent study administrator may recommend and the Superintendent shall approve the assignment of teachers to directly supervise independent study and/or work with students on specific subject matter. The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENT (Continued)**

The ratio of student average daily attendance to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district. (Education Code 51745.6)

The responsibilities of the supervising teacher shall be to:

1. Complete designated portions of the written independent study agreement and add additional information to the written agreement when appropriate
2. Supervise and approve coursework
3. Design lesson plans and make assignments
4. Maintain records of student assignments showing the date the assignment is given and the date the assignment is due
5. Provide direct instruction and counsel as necessary for individual student success
6. Regularly meet with the student to discuss the student's progress
7. Judge the time value of assigned work or work products completed and submitted by the student
8. Assess student work and determine and assign grades or other approved measures of achievement
9. Select and save representative samples of the student's completed and evaluated assignments for each subject, signed or initialed and dated in accordance with item #3 in the section on "Records" below
10. Maintain a daily or hourly attendance register in accordance with item #4 in the section on "Records" below
11. Maintain any other required records and files on a current basis

F. Records

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENT (Continued)**

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study.
2. A separate listing of the students, by grade level, program, and school, who have participated in independent study. This listing shall identify units of the curriculum attempted and units of the curriculum completed by students in grades K-8 and identify course credits attempted by and awarded to students in grades 9-12 and in adult education, as specified in their written agreements.
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher.
4. A daily or hourly attendance register, as appropriate to the program in which the students are participating, separate from classroom attendance records, and maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons.

The above records shall be maintained for three years, excluding the current fiscal year.

The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.

Each school shall maintain records for the students at that school.

A written record of the findings of any evaluation conducted after the student has missed the number of assignments specified in Board policy shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

G. Forms Used and Additional References

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENT (Continued)**

Independent Study Agreement

H. ProceduresAdmission to the Independent Study Program

Consistent with the California Education Code, the following process shall be followed for Independent Study for all schools within the District's schools.

1. The parent/Guardian submits request to Principal (K-8) who contacts the Independent Study office.
2. The parent or guardian and the student (9-12) shall submit a request for participation in the Independent Study Program to the student's counselor.
3. The counselor shall review the student's records, determine the feasibility of Independent Study and submit the student's request to the District Student Assistance Team. The Student Assistance Team will consist of an administrator for District high schools, the student's grade level counselor, the Tracy Adult School Principal, and other support staff as needed. The parent/guardian will be notified of the Student Assistance Team meeting to consider placement of the student in Independent Study and the opportunity for the parent/guardian to be present at the meeting.

The Student Assistance Team will review each student's request and determine if Independent Study is the appropriate program for the student. Typically, students in grades 9-12 must be enrolled in a comprehensive high school for at least one semester before being considered for the District's Independent Study Program. Exceptions to the one semester enrollment provision will be considered on an individual case by case bases. Entrance criteria for:

4. Independent Study shall include, but is not limited to one or more of the following:
 - a. Inappropriate behavior as documented by administrative records of disciplinary referrals and/or suspensions.
 - b. A pattern of irregular attendance as documented by school attendance records.

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENT (Continued)**

- c. Habitual truancy
- d. Failing grades as documented by academic records (deficiency notices, report cards, transcripts).
- e. Temporary or short term medical problems not best served by home teaching
- f. A genuine economic hardship within the student's immediate family that would prevent him/her from attending school on a full-time basis.

I. Reports Required

None

J. Record Retention

Records shall be maintained at the school site and shall include, but not be limited to:

- a. A copy of this board policy statement in current condition and pertinent administrative regulations.
- b. A file of all agreements, complete, and incomplete.
- c. A list of students who have participated in Independent Study which shows the credits/units attempted by and awarded to each student per agreement.
- d. The number of students successfully completing a contract or agreement.
- e. Grade and/or evaluation by units of study comparable to classroom work.
- f. Samples of student work which demonstrate quality and scope of study, especially for a typical student program.
- g. A school history in which the student has experienced difficulty in adapting to the regular curriculum and he/she has no other realistic educational options.

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENT (Continued)**

- h. If the Independent Study petition is denied, the parent has the right of appeal to the Director for Student Services. The Director for Student Services will review the appeal and his/her decision shall be final.

Students who are 18 years of age or older and are not currently enrolled in a school within the district will submit their request for Independent Study to the Independent Study Coordinator.

- j. The Local School Attendance Review Board and the District Disciplinary Review Board may also place students in the Independent Study Program.

Once the petition has been approved, the program coordinator shall identify the certificated staff member who will supervise the student's Independent Study Program. The Independent Study teacher shall define the appropriate curriculum under the following guidelines:

1. The student must complete at least 20 hours of homework per week.
2. One (1) credit per subject can be earned by correctly completing assignments that are typically finished in fifteen (15) hours of productive work by the average student.
3. The student must meet with the teacher at least once per week for at least one hour.
4. Typically, students will be limited to no more than two (2) subjects. However, in certain instances, a student who has demonstrated the ability to work effectively on an individual basis may be allowed to contract for additional.
5. A written curriculum plan must accompany each contract.

K. Travel Study

1. **Travel study is a short-term independent study agreement arranged on school site by petitioning the counselor or principal. Must be a minimum of 5 consecutive school days.**
2. **Travel study students must request work from their regular teachers and must submit required assignments to receive credit.**

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENT (Continued)**

3. Travel study is for a minimum of 5 consecutive school days and up to four weeks (20 school days) or less, unless special circumstances exist in which the principal extends the agreement for an additional 10 school days.
4. Travel study contract must be arranged and approved in advanced 10 school days prior to beginning travel study.
5. Principal has discretion to approve/disapprove contracts in regards to student's attendance and academic performance.
6. Travel Study Contract must be signed and approved by principal and returned to Attendance Office prior to student going on travel. Once the Principal signs your forms the dates cannot be changed.
7. All student work shall be turned in on assigned date of return as per Travel Study Contract.

L. Responsible Administrative Unit

Educational Services
Site Principals
Adult School Principal

M. Approved by Administrator of Division

Assistant Superintendent of Educational Services