

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**TRACY UNIFIED SCHOOL DISTRICT**

**DATE:** TUESDAY, AUGUST 27, 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**

- |   |                |
|---|----------------|
| <b>1. Call to Order</b>   | <b>Pg. No.</b> |
| <br>  |                |
| <b>2. Roll Call – Establish Quorum</b><br>Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, G. Silva, J. Vaughn<br>Staff: J. Franco, C. Goodall, S. Harrison, B. Etcheverry  |                |
| <br>  |                |
| <b>3. Closed Session:</b> 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. |                |
| <b>3.1 Educational Services</b>   |                |
| <b>3.1.1</b> Request for Diploma #1016776<br><b>Action:</b> Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain __  |                |
| <br>  |                |
| <b>3.2 Human Resources</b>  |                |
| <b>3.2.1</b> Consider Leave of Absence Request for Classified Employee UCL-182, Pursuant to Article XXIII<br><b>Action:</b> Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain __  |                |
| <b>3.2.2</b> Consider Leave of Absence Request for Classified Employee UCL-183, Pursuant to Article XXIII<br><b>Action:</b> Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain __  |                |
| <b>3.2.3</b> Consider Public Employee/Employment/Discipline/Dismissal/Release<br><b>Action:</b> Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain __  |                |
| <b>3.2.4</b> Conference with Labor Negotiator<br>Agency Negotiator: Sheila Harrison<br>Assistant Superintendent of Educational Services & Human Resources<br>Employee Organization: CSEA, TEA   |                |
| <br>  |                |
| <b>4. Adjourn to Open Session</b>   |                |
| <br>  |                |
| <b>5. Call to Order and Pledge of Allegiance</b>  |                |

6. **Closed Session Issues:** Pg. No.
- 6a Request for Diploma #1016776  
**Action: Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_\_\_.
- 6b Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee UCL-182, Pursuant to Article XXIII  
**Action: Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_\_\_.
- 6c Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee UCL-183, Pursuant to Article XXIII  
**Action: Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_\_\_.
7. **Approve Regular Minutes of August 13, 2014.** 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 Bohn Elementary School Update  
9.2 McKinley Elementary 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.  
11.2 **Educational Services:**  
11.2.1 Receive Report on Proposed Adoption of Mathematics Instructional Materials 6-7
12. **PUBLIC HEARING:**  
12.1 **Administrative & Business Services:**  
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) 8
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 Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 9-10

- 13.1.2 Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 11-12

**13.2 Educational Services**

- 13.2.1 Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2013-2014 School Year 13-16
- 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 17-20
- 13.2.3 Approve Master Contract with Options in Education, NPS for the 2013-2014 School Year (Separate Cover Item) 21
- 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 22-24
- 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 25-27
- 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 28-30
- 13.2.7 Ratify Contract with Cheryl Markowitz of Psychology, Learning and You (PLAY) for Autism Consultation 31-33

**13.3 Human Resources**

- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees 34-35
- 13.3.2 Approve Classified, Certificated and/or Management Employment 36-38
- 13.3.3 Approve Agreement for Special Contract Services with @Work Medical Services to Provide Nurses for Needed Nursing Services 39-44
- 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 45-48
- 13.3.5 Ratify Agreement for Special Contract Services for Assistant Football Coach Katia Ransom at Kimball High School for the 2013 Fall Season 49-51

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

**14.1 Administrative & Business Services**

- 14.1.1 Adopt Resolution No. 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 52-57

**Action:** Motion \_\_; Second \_\_. **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_.

	<b>Pg. No.</b>
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 <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	<b>58-59</b>
<b>14.2 Educational Services:</b>	
14.2.1 Acknowledge Revised Administrative Regulation 5116.1, Intra-District Open Enrollment (First Reading) <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	<b>60-74</b>
14.2.2 Adopt Revised Board Policy 5116.1, Intra-District Open Enrollment (First Reading) <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	<b>75-79</b>
14.2.3 Acknowledge Administrative Regulation 5117, Interdistrict Attendance (First Reading) <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	<b>80-86</b>
14.2.4 Adopt Board Policy 5117, Interdistrict Attendance (First Reading) <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	<b>87-89</b>
14.2.5 Acknowledge Administrative Regulation 5118, Open Enrollment Act Transfers (First Reading) <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	<b>90-95</b>
14.2.6 Adopt Board Policy 5118, Open Enrollment Act Transfers (First Reading) <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	<b>96-100</b>
14.2.7 Acknowledge Revised Administrative Regulation 6158, Independent Study (First Reading) <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	<b>101-114</b>
14.2.8 Adopt Revised Board Policy 6158, Independent Study (First Reading) <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	<b>115-129</b>
14.2.9 Acknowledge Revised Administrative Regulation 5111.2, Nonresident Foreign Students (Second Reading) <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	<b>130-133</b>
14.2.10 Acknowledge Administrative Regulation 5125.1 Release of Directory Information (Second Reading) <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	<b>134-138</b>
14.2.11 Adopt Revised Board Policy 5125.1 Release of Directory Information (Second Reading) <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	<b>139-141</b>
14.2.12 Acknowledge Administrative Regulation 5132, Dress Code (Second Reading) <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	<b>142-144</b>
14.2.13 Adopt Board Policy 5132, Dress Code (Second Reading) <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	<b>145-148</b>
14.2.14 Acknowledge Administration Regulation 5141.4 Child Abuse Prevention and Reporting (Second Reading) <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	<b>149-161</b>
14.2.15 Adopt Board Policy 5141.4 Child Abuse Prevention and Reporting (Second Reading) <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	<b>162-165</b>

	<b>Pg. No.</b>
<b>14.2.16</b> Acknowledge Administration Regulation 5144 Discipline (Second Reading)	<b>166-173</b>
<b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent ___; Abstain__.	
<b>14.2.17</b> Adopt Board Policy 5144 Discipline (Second Reading)	<b>174-178</b>
<b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent ___; Abstain__.	
<b>14.2.18</b> Adopt Board Policy 5145.3 Non-Discrimination/Harassment (Second Reading)	<b>179-188</b>
<b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent ___; Abstain__.	
<b>14.2.19</b> Acknowledge Revised Administrative Regulation 6145.6, International Exchange (Second Reading)	<b>189-194</b>
<b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent ___; Abstain__.	
<b>14.2.20</b> Adopt Revised Board Policy 6145.6, International Exchange (Second Reading)	<b>195-198</b>
<b>Action:</b> Motion___; Second___. <b>Vote:</b> 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 10, 2013**
- 17.2 September 24, 2013**
- 17.3 October 8, 2013**
- 17.4 October 22, 2013**

**18. Upcoming Events:**

- |   |                                     |
|---|-------------------------------------|
| <b>18.1 September 2, 2013</b>             | <b>No School, Labor Day</b>         |
| <b>18.2 September 9, 2013</b>             | <b>Welcome Back</b>                 |
| <b>18.3 November 11, 2013</b>             | <b>No School, Veterans’ Day</b>     |
| <b>18.4 November 25-29, 2013</b>          | <b>No School, Thanksgiving Week</b> |
| <b>18.5 December 23 – January 3, 2014</b> | <b>No School, Winter Break</b>      |

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 13, 2013**

- 5:20 PM:** President Silva called the meeting to order and adjourned to closed session.
- Roll Call:** Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, G. Silva, J. Vaughn  
Absent: K. Lewis (G. Crandall arrived late)  
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** Report Out of Action Taken on Foreign Exchange Placement Appeal (13-14/FES#1)  
Uphold District's decision. **Vote:** Yes-5; No-0; Absent-2(Crandall, Lewis)  
**6b** Report Out of Action Taken on Request to Expunge Records -- THS#1013349  
**Vote:** Yes-5; No-0; Absent-2(Crandall, Lewis)  
**6c** Report Out of Action Taken on Adopt Resolution No. 13-03, Placing Certificated Employee, UC-815, on Compulsory Leave  
**Vote:** Yes-5; No-0; Absent-2(Crandall, Lewis)  
**6d** Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees #UC-816 and #UC-817, Pursuant to Article XX  
**Vote:** Yes-5; No-0; Absent-2(Crandall, Lewis)
- Employees Present:** C. Minter, J. Cardoza, B. Carter, J. Anderson, P. Hall
- Press:** None.
- Visitors Present:** C. Wood, K. Lee
- Minutes:** Approve Regular Minutes of June 25, 2013.  
**Action:** As amended. Guzman, Gouveia.  
**Vote:** Yes-5; No-0; Absent-2(Crandall, Lewis)
- Student Rep Reports:** None.
- Recognition & Presentations:** None.
- Hearing of Delegations** Mr. Kai Lee has a son in Tracy Unified and is in his first year of high school. His comment has to do with transportation. He doesn't understand how the walking distance is 2 miles and there is no bus available. Dr. Goodall took his number and will and discuss the matter with him.

**Information & Discussion Items:**

**11.1 Administrative & Business Services:**

**11.1.1 Acknowledge the 45 Day Revision to the 2013-14 Annual School District Budget**

Dr. Goodall presented a power point. When the Governor proposed his budget in January, we assumed changes would be happening, but did not know if they'd be adopted or not. The original projected ending balance would be below the three-percent reserve in 2016. With the new Local Control Funding Formula, projected deficit spending does not occur until 2019.

**11.1.2 Receive Report on the School Facilities Needs Analysis and Adoption of Alternative Developer Fees Pursuant to Government Code Section 65995.6 (d)**

Director of Facilities, Bonny Carter, presented a power point which reviewed the purpose of the analysis and statutory fees. Comments from the public were opened for 30 days starting on July 22. The Board is receiving information tonight and on August 27<sup>th</sup> the board will vote on fees.

**11.1.3 Receive Informational Report on the Preliminary Environmental Assessment (PEA) for Parcel 3, Kimball High School**

Director of Facilities, Bonny Carter, presented a power point regarding the preliminary assessments at Kimball High School. The results concluded that no potential concerns exist at the site that would indicate a threat to human health and/or the environment. She also reviewed the process/timeline. The public comment period began on August 7<sup>th</sup>; the board is receiving information today; and the board will hear public comments, if any, and close the public comment period at the September 10<sup>th</sup> meeting.

**Public Hearing:**

**12.1 Public Hearing: None.**

**Consent Items:**

**Action:** Crandall, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Lewis)

**13.1 Administrative & Business Services:**

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

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

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

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

- 13.2 Educational Services:**
- 13.2.1** Approve Adoption of San Joaquin County SELPA's Independent Educational Evaluation (IEE) Policy, Procedures and Criteria
- 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 Sophomore Football Coach Robert Eccleston at Kimball High School During the 2013-2014 Season
- 13.3.4** Ratify Agreement for Special Contract Services for Assistant Sophomore Football Coach Tobin Cattolico at Kimball High School During the 2013-2014 Season
- 13.3.5** Ratify Agreement for Special Contract Services for Assistant Cross Country Coach Kristina Padilla for the 2013-2014 Season
- 13.3.6** Ratify Agreement for Special Contract Services for Assistant Football Coach Eric Relova at Kimball High School During the 2013-2014 Season

**Action Items:**

- 14.1 Administrative & Business Services: None.**
- 14.1.1** Consider Claim No. 462807
- Action:** Deny. Crandall, Guzman. **Vote:** Yes-6; No-0; Absent-1(Lewis)
- 14.1.2** Adopt Revised Injury and Illness Prevention Program (Second Reading)
- Action:** Guzman, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Lewis)
- 14.1.3** Adopt Resolution 13-02 Deeming Unsalariated Persons Authorized by the Superintendent or District Board to Perform Volunteer Service to be Employees for Purposes of Workers' Compensation Benefits
- Action:** Vaughn, Guzman. **Vote:** Yes-6; No-0; Absent-1(Lewis)
- 14.2 Educational Services:**
- 14.2.1** Acknowledge Revised Administration Regulation 5141.4 Child Abuse Prevention and Reporting (First Reading)
- Action:** As amended to  
Crandall, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Lewis)
- 14.2.2** Adopt Board Policy 5141.4 Child Abuse Prevention and Reporting (First Reading)
- Action:** Guzman, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Lewis)
- 14.2.3** Acknowledge Revised Administrative Regulation 5144, Discipline (First Reading)
- Action:** Vaughn, Guzman. **Vote:** Yes-6; No-0; Absent-1(Lewis)
- 14.2.4** Adopt Board Policy 5144 Discipline (First Reading)
- Action:** Guzman, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Lewis)
- 14.2.5** Acknowledge Administrative Regulation 5132, Dress Code (First Reading)
- Action:** Guzman, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Lewis)
- 14.2.6** Adopt Board Policy 5132, Dress Code (First Reading)
- Action:** Gouveia, Guzman. **Vote:** Yes-6; No-0; Absent-1(Lewis)

- 14.2.7** Adopt Board Policy 5145.3 Non-Discrimination/Harassment (First Reading)  
**Action:** Gouveia, Guzman. **Vote:** Yes-6; No-0; Absent-1(Lewis)
- 14.2.8** Acknowledge Revised Administrative Regulation 5111.2, Nonresident Foreign Students (First Reading)  
**Action:** Crandall, Guzman. **Vote:** Yes-6; No-0; Absent-1(Lewis)
- 14.2.9** Acknowledge Administrative Regulation 5125.1 Release of Directory Information (First Reading)  
**Action:** Guzman, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Lewis)
- 14.2.10** Adopt Revised Board Policy 5125.1 Release of Directory Information (First Reading)  
**Action:** Vaughn, Guzman. **Vote:** Yes-6\_\_ ; No\_\_ ; Absent \_\_ ; Abstain\_\_.
- 14.2.11** Acknowledge Revised Administrative Regulation 6145.6, International Exchange (First Reading)  
**Action:** Crandall, Guzman. **Vote:** Yes-6; No-0; Absent-1(Lewis)
- 14.2.12** Adopt Revised Board Policy 6145.6, International Exchange (First Reading)  
**Action:** Crandall, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Lewis)
- 14.2.13** Acknowledge Administrative Regulation 6164.6, Identification and Education under Section 504 (First Reading)  
**Action:** Guzman, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Lewis)
- 14.2.14** Adopt Board Policy 6164.6, Identification and Education under Section 504 (First Reading)  
**Action:** Vaughn, Guzman. **Vote:** Yes-6; No-0; Absent-1(Lewis)
- 14.3 Human Resources:**
- 14.3.1** Approve Student Teaching Agreement with CSU, Stanislaus  
**Action:** Gouveia, Guzman. **Vote:** Yes-6; No-0; Absent-1(Lewis)
- 14.3.2** Approve Expenditure of General Fund Money in the Amount of \$2,000 to Cover the Cost of Awards for Employee Accomplishments and/or Contributions  
**Action:** Gouveia, Guzman. **Vote:** Yes-6; No-0; Absent-1(Lewis)

**Board Reports:**

Trustee Costa attended the new educator mixer. She thanked Sheila and everyone involved in the hiring process. It was nice to meet the new teachers and assistant principals. She also congratulated West High Principal, Troy Brown. She heard great things after the first day of school. Trustee Gouveia attended the new educator welcome. Many new teachers are former students. He also acknowledged the Breakfast Lions, Tank Town Lions and the corporations that gave raffle prizes. He heard comments that people were impressed at how our community came together. Trustee Guzman welcomed back everyone and he hopes for a good year. Trustee Crandall is looking forward to some cross town rivalry football games and wished good luck to students from last year that went on to college and military, etc. Trustee Vaughn commented that summer went by fast and good luck to all. Trustee Silva welcomed back everyone and this is the first time in 20 years that he does not have a child going to school here. He hopes everyone has a great year.

**Superintendent Report:**

Dr. Franco thanked Jill and Walter for coming to the new educator mixer. Patty Furtado did a great job organizing it. The Back-To-School Nights are coming up

so mark your calendars. Also on September 9<sup>th</sup> will be our District Welcome Back. The keynote speaker was a "Freedom Writer's" student. Yesterday, cabinet starting visiting the schools. It was great to walk around and see students having a good time. Tracy High facilities look great.

7:52p.m.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** August 16, 2013  
**SUBJECT:** **Receive Report on Proposed Adoption of Mathematics Instructional Materials**

**BACKGROUND:** The State Board of Education (SBE) adopted Common Core State Standards in English Language Arts and Mathematics on August 2, 2010. The Common Core State Standards in Mathematics are markedly different from the previous, [1997] Mathematics Content Standards for California Public Schools. Currently, Tracy Unified School District (TUSD) utilizes seven instructional programs in mathematics in kindergarten through grade nine adopted by the Board in 2009. These programs are not aligned with the Common Core State Standards in Mathematics, are not designed to prepare students for the upcoming Smarter Balanced Assessments, do not promote utilization of technology as a tool for improvement in instruction, and must be replaced.

Assembly Bill 1246 (Chapter 668 of the Statutes of 2012), signed on September 27, 2012, authorized the SBE to conduct a primary adoption of kindergarten through grade eight instructional materials in mathematics aligned to the Common Core State Standards. Consequently, on May 15, 2013, 17 publishing houses submitted 35 kindergarten through grade eight mathematics programs for adoption. These programs are currently exhibited at 22 Learning Resources Display Centers throughout the state.

The K-12 Math Cadre plans to begin the process of evaluating mathematics instructional materials aligned to the Common Core State Standards in grades kindergarten through ten (K-8, Algebra 1-2, and Geometry) and to present a recommendation for adoption to the Board at the April 8, 2014, meeting.

**RATIONALE:** This report is being presented to increase Board and community awareness of the history and activities of the District Mathematics program, and to provide description of and rationale for the upcoming adoption of mathematics instructional materials. This agenda item meets the following:

- District Target #1: By June, 2014, 100% of Students Will Demonstrate Grade Level/Subject Matter Proficiency as Measured by Appropriate State Tests;
- District Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed;
- District Goal #4: Utilize technology as a tool for improvement in instruction, and to increase efficiency in operations across the District.

**FUNDING:** Funding for the purchase of recommended materials will be provided by state Common Core Implementation and Local Control Funding Formula funds. Student and faculty licensing fees along with the corresponding hardware requirements will determine the total cost for this adoption and will be presented to the Board at its April 8, 2014, meeting.

**RECOMMENDATION:** Receive Report on Proposed Adoption of Mathematics Instructional Materials

**Prepared by:** Dr. Dmitriy Voloshin, Director of Staff Development



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** August 16, 2013  
**SUBJECT:** **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)**

**BACKGROUND:** In August 1998, ("SB-50") legislation was passed that made major changes in the State School Building Program as well as the level of permissible school mitigation fees. Education Code 17620 was amended to include the revised provisions of Government Code Sections 65995, 65995.5, 65995.6 and 65995.7. Prior to the passage of SB-50 school districts had the power to withhold land use approvals until the impact on school facilities was fully mitigated. These measures included the ability to levy mitigation payments in excess of the statutory fees also referred to as Level I fees. SB-50 limited the powers cities and counties had requiring mitigation of school facilities impact on new development. The amended law required school districts meet certain conditions in order to impose higher fees known as: Level II fees which are based on a 50% contribution from the State School Building Program and Level III fees which is based on 100% of the school facilities cost and may be imposed if the State School Building Program is out of bond funds.

The alternative fees must be adopted by resolution at the end of a public hearing period of not less than 30 days. The public hearing period began on July 22, 2013 and will close at the August 27, 2013 board meeting.

**RATIONALE:** As a condition to levy alternative fees, TUSD must conduct and adopt a School Facilities Needs Analysis (SFNA). The purpose of the SFNA is to: establish the need for new school facilities for unhoused students attributable to new residential development over the next five years; establish the amount of the fees and demonstrate that the fees are proportionate and reasonable as related to the cost of future facilities within the District.

Due to the configuration of TUSD, two SFNAs have been developed, one for the K-12 boundaries of the District which yields Level II fees of \$4.70 and Level III fees of \$9.40 per square foot of residential construction. The fees for the K-8 feeder Districts which are only responsible for mitigation of high school facilities, Level II fees are \$1.92 and Level III fees of \$3.84 per square foot of residential construction.

**FUNDING:** No funding implications

**RECOMMENDATIONS:** 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)

**Prepared by:** Bonny Carter, Director of Facilities & Planning



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** August 14, 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: Ray Morgan Company  
Site: Tracy High School, West High School, Adult School and Hirsch  
Elementary School  
Item: Year One of a Five Year Service Agreement  
Services: Maintenance for existing Canon copiers to include parts, labor and  
consumable toner  
Cost: Cost per copy varies by machine, based on estimated annual volume  
(\$0.0039-\$0.0055)  
Project Funding: General Fund - Site Allocation at THS/WHS/Adult School/Wanda  
Hirsch

---



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** August 16, 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: Wallace Kuhl & Associates  
Site: Monte Vista Middle School – Tracy High School Baseball Fields  
Item: Proposal  
Services: Special Testing and Inspection Services for the Tracy High School JV and Varsity ball fields at Monte Vista Middle School.  
Cost: \$6,425.00/Estimated  
Project Funding: Measure E Bond Funds

---

B. Vendor: Wallace Kuhl & Associates  
Site: Monte Vista Middle School – Tracy High School Baseball Fields – Barrier Netting  
Item: Proposal  
Services: Special Testing and Inspection Services of the Barrier Netting being installed for the Tracy High School ball fields at Monte Vista Middle School.  
Cost: \$3,600.00/Estimated  
Project Funding: Measure E Bond Funds

---



# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 13, 2013  
**SUBJECT:** **Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2013-2014 School Year**

**BACKGROUND:** The State Department of Education requires that school districts submit applications in order to receive funding for the Agricultural Incentive Grant and the Specialized Agriculture Incentive Grant, and that these applications be approved by the local school board. Such approval indicates that the Board agrees to follow all applicable regulations.

**RATIONALE:** The Agricultural Incentive Grant and the Specialized Agriculture Incentive Grant both provide additional funds for equipment, materials, and travel for students. The grant money provided to the Tracy Agriculture Department will be used for technology improvements, assist in the purchasing of materials to ensure a quality learning environment, and allows students to attend leadership conferences from the national to the local level. By accepting this grant, the District agrees to supplement the agriculture program by an in-kind match of the funds in the amount of \$19,656.00. This meets District Strategic Goal #7: Develop and utilize partnerships to achieve District Goals.

**FUNDING:** Agriculture Incentive Grant - \$ 19,656.00

**RECOMMENDATION:** Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2013-2014 School Year

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

May 2013

California Department of Education  
**DRAFT AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT  
2013-14 APPLICATION FOR FUNDING**

(Due Date: To be received in Regional Supervisor's Office by June 30, 2013)

**DATES OF PROJECT DURATION - JULY 1, 2013, TO JUNE 30, 2014**

Tracy Tracy Unified  
(School Site) (District)

**Certification:** I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

[Signature]  
Signature of Authorized Agent  
[Signature]  
Signature of Agriculture Teacher  
Responsible for the Program

Superintendent  
[Signature]  
Signature of Principal

Contact Phone Number: (209) 830-3360 Ext.2051

Date of Approval of Local Agency Board:

Funds Requested - Part I	\$5,000.00
Part II	\$2,656.00
Part III	\$12,000.00
Part IV	\$0.00
<b>Total</b>	<b>\$19,656.00</b>

Number of Different Agriculture Teachers at Site: 4

**PART I - QUALITY CRITERIA 1-9 (REQUIRED) ALLOCATION**

Quality Criteria	Will Meet Criteria	Variance Requested
1. Curriculum and Instruction	X	
2. Leadership and Citizenship Development	X	
3. Practical Application of Occupational Skills	X	
4. Qualified and Competent Personnel	X	
5. Facilities, Equipment, and Materials	X	
6. Community, Business, and Industry Involvement	X	
7. Career Guidance	X	
8. Program Promotion	X	
9. Program Accountability and Planning	X	

**Formal Variance Request must be included if requesting a variance.** A variance is a proposed plan for bringing the program into compliance with required quality criteria. Variances should result in compliance prior to the following year's application. All variances must be approved with the application. Non-compliance with the terms of the approved variance will result in a loss of funds.

PART V - FINANCIAL SCHEDULE

Part A

Line	Acct. No.	Classification	A Description of Item for Which Funds Will be Expended	B Incentive Grant Funds	C Matching Funds
1	4000	Books & Supplies		4,000.00	4,000.00
2			Subtotal for 4000	\$4,000.00	\$4,000.00
3	5000	Services and Other Operating Expenses such as: Services of Consultants, Staff Travel, and Conference; Rentals, Leases, and Repairs; Bus Transportation	1. Transportation	4,156.00	4,156.00
4			2. Conferences	2,500.00	2,500.00
5			3. Meetings	2,000.00	2,000.00
6			4. Chapter Leadership	1,000.00	1,000.00
7			5.		
8			6.		
8			Subtotal for 5000	\$9,656.00	\$9,656.00
9	6000	Capital Outlay: Includes Sites and Improvements of Sites; Buildings and Improvement of Buildings; Equipment	1. Meat Facility	2,000.00	2,000.00
10			2. Weld/Shop Facilities	2000.00	2,000.00
11			3. Landscaping facility	1,000.00	1,000.00
12			4. Classroom equip.	1,000.00	1,000.00
13			5.		
13			Subtotal for 6000	\$6,000.00	\$6,000.00
14			Total for 4000-6000 Lines 2, 8, 13	\$19,656.00	\$19,656.00

TOTAL 2013-14 Incentive Grant Allocation:

\$19,656.00

Part B - Complete this portion if a waiver of the matching requirement is requested:

Line	Acct No.	Classification	A Description of Item for Which Funds Were Expended	B Incentive Grant Funds	C Amount of Salary and Benefits
15	1000	Salaries	Teachers' Summer Service Salaries		
16	1000	Salaries	Teachers' Salaries for Project Supervision Period		
17	3000	Benefits	Benefits for the Above Items (1000)		
18			TOTAL		\$0.00

TOTAL Amount of Waiver Requested:

PART I - CONTINUED

Departmental Allocation: Meeting the criteria in PART I makes the program eligible for the following amounts based on the number of teachers in the program.

Total Number of Teachers	Amount Eligible	Amount Requested
One Teacher or Less	\$4,000	
Two Teachers	\$4,500	
Three Teachers or More	\$5,000	\$5,000.00

PART II - PROGRAM ENROLLMENT ALLOCATION

Total Number of Students	2012-13 R2 Number	Amount Requested
List Number from R2 Report (\$8/Member)	332	\$2,656.00

PART III - QUALITY CRITERIA 10-11 (OPTIONAL) ALLOCATION

Schools which qualify for a Departmental Allocation may apply for additional amounts for each specific Quality Criteria (10 and 11) met.

- \* Amounts requested in Quality Criterion 10 will be the indicated amount for that criterion, multiplied by the full-time equivalent (FTE). To count a preparation period, the teacher must be teaching Career Technical Education courses in Agriculture for 50 percent or more of their teaching periods.
- \* Amounts requested in Quality Criterion 11A will be the indicated amount for each teacher who was compensated a minimum of \$2,000 for year-round employment.
- \* Amounts requested in Quality Criterion 11B will be the indicated amount for each teacher who is provided a project supervision period. Project periods will be counted if the teacher has a preparation period as part of the regular teaching day.

Number of FTE Agriculture Teachers at Site: 4

List the Names of the Agriculture Teachers:

1. <u>Nikki Maddux</u>	4. <u>Jason Gentry</u>
2. <u>Laura Kelley</u>	5. _____
3. <u>Pat Rooney</u>	6. _____

	Number Meeting Criteria	Amount Requested
Criterion 10 - Student/Teacher Ratio	1	\$2,000.00
Criterion 11A - Year-Round Employment	4	\$8,000.00
Criterion 11B - Project Supervision Period	1	\$2,000.00
<b>TOTAL FUNDS REQUESTED PART IV</b>		<b>\$12,000.00</b>

PART IV - QUALITY CRITERION 12 (OPTIONAL) ALLOCATION

Quality Criterion 12 Form is attached and all criteria has been met. If the answer is yes, list \$7,500 (funds requesting) in space to the right.



# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** August 13, 2013  
**SUBJECT:** **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**

**BACKGROUND:** The Artist-in-Residence Program is provided by the San Joaquin County Office of Education. The program will provide an artist who will work with students at Central School for a total of 4 sessions for each of the 22 classes. Students will learn basic art concepts and carry out various art projects.

**RATIONALE:** The San Joaquin County office of Education, Artist-in-Residence Program will provide our students with an opportunity to learn about art in a new way. Many Central School students do not get the opportunity to use art in their homes or to go to museums. Opening their eyes to art is vital and will also increase their use of language in a meaningful context. The instruction will build on verbal skills and increase students' vocabulary. The art process helps to promote skills such as paying attention to details, critical thinking, reasoning and improving visual and spatial acuity. The art projects will be used to enhance writing and reading project based learning for the Common Core Standards. This supports District Strategic Goal #1: Prepare all students for college and careers and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** This contract is to be paid with Tracy Unified School District Categorical Funding. This contract will not exceed the amount of \$3,652.00

**RECOMMENDATION:** 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

**Prepared by:** Nancy Morgan Link, Principal, Central 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 San Joaquin Office of Education, Artists-in-Schools Program, 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:

San Joaquin County Office of Education, Artist-in-Residence Program will provide one artist to work with students at Central School for 4 week/sessions, for each of 22 classes, for a total of 88hrs.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 88 ( )  HOURS  DAY(s), under the terms of this agreement at the following location Central School.

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

a. District shall pay \$ 3,652.00 per  HOUR  DAY  FLAT RATE, not to exceed a total of \$ 3,652.00. 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 \$ 3,652.00 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 4, 2013, and shall terminate on February 15, 2013.

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

6. Contractor shall contact the District's designee, Nancy Morgan Link at (209) 830-3303 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

TI and EIA Funds

\_\_\_\_\_  
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.

ORIGINAL



ORIGINAL

San Joaquin County Office of Education  
Mick Founts, Superintendent of Schools

MEMORANDUM OF UNDERSTANDING  
**(Central - Mario, Patti K, Alice)**

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" Central Elementary, for the Artists-in-Schools (AIS) department to provide instruction on behalf of SJCOE. The two parties, SJCOE and Central Elementary, mutually agree to the following terms and conditions:

I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for Central Elementary to: 1) Provide supplies for artists in residence. 2) Appoint staff liaison to arrange the artist's schedule and provide information regarding school site. 3) Give 72-hour notice to SJCOE for cancelled classes due to planned school activities. Failure to give notice may result in the artist being unable to re-schedule classes. 4) Require that the teachers remain in the classroom during the AIS class and be responsible for needed class control and discipline. 5) Expedite timely payment to SJCOE. Artists-in-Residence, Alice Campbell, who is a temporary employee of SJCOE, will provide instruction per the following Terms of Agreement.

II. TERM OF AGREEMENT

Services by SJCOE will begin: September 4, 2013 and include the following dates See Calendar

Number of classes: (22) Mario-Ten; Patti K-Four; Alice-Eight classes 4-Week Session

Staff Contact at site: Mary Petty 830-3303 mpetty@tusd.net

Artist Contact: Mario 825-5115 donmario@live.com; Patti 482-7610 pz\_kennedy@yahoo.com; Alice 835-4576 alicesoup@hotmail.com

III. COMPENSATION

In consideration of the services provided, Central Elementary will pay SJCOE the sum of \$3,652.00

Payment to SJCOE for these services will be made upon written request. The school agrees that it will not employ the aforementioned Artist-in-Residence for a period of one year after this assignment expires.

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

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

V. EXTENSION OF TERM

By mutual consent of the parties hereto the term of service described herein in Article I may be extended by reformation of this Agreement and attachment hereto of an addendum mutually executed setting forth the extended term.

Central Elementary  
1370 Parker Avenue, Tracy 95376

  
SANDRA WENDELL, COORDINATOR  
ARTISTS-IN-SCHOOLS  
06-19-13  
Date

Date

CONTRACTING OFFICER  
SAN JOAQUIN COUNTY OFFICE OF EDUCATION  
Date



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 14, 2013  
**SUBJECT:** Approve Master Contract with Options in Education, NPS for the 2013-2014 School Year

**BACKGROUND:** One student with significant behavioral and emotional needs had been placed at Options in Education, a non-public school, since the 2010-2011 school year. This student has continued at Options in Education through the 2012-2013 school year. Approval of the Master Contract is necessary at this time so that services specified on the IEPs can be provided in a compliant manner, as this continues to be the appropriate placement for this student.

**RATIONALE:** Less restrictive settings within the District were either not appropriate in meeting the students' needs or not available. Districts must offer a continuum of services, including non-public schools, to students with exceptional needs. This request supports District Strategic Goal 3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal 7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** Contract expenses for basic education for the 2013-2014 school year include per diem cost of \$142.76 per day for 12 Extended School Year days for a total of \$1,713.12; transportation for 12 days at \$81.12 per day; and 3 ½ days of transportation at \$40.56 for a total of \$1095.12. Invoice charges for the service agreement will not exceed \$2,808.24. Non-public tuition expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542. Non-public school expenditures beyond funding base are reimbursed at 70% through San Joaquin County of Education SELPA funds.

**RECOMMENDATION:** Approve Master Contract with Options in Education, NPS for the 2013-2014 School Year

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** August 19, 2013  
**SUBJECT:** **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.**

**BACKGROUND:** Bullying has become a problem of national focus. Tracy Unified has shown a commitment to preventing bullying behaviors and to increasing staff capabilities to address issues of bullying. In recognition of this, the School Site Council and Leadership teams at Louis Bohn Elementary School have again devoted a portion of the site budget to allow for assemblies and presentations to students and staff which would foster a positive environment for all, encourage acceptance of differences among individuals, and develop a common language for addressing issues of bullying and harassment.

**RATIONALE:** Soul Shoppe assemblies and workshops focus on fostering a positive environment for all students. The Soul Shoppe student presentation format includes a one-hour multi-grade level assembly with a follow-up workshop conducted with each grade level after the assembly for more in-depth discussion of the content. The teacher in-service and parent training are each approximately 1.5 hours in length, and will provide teachers and parents with strategies and tools they can use to reinforce the content through the remainder of the year. The information presented in the workshops for students and the parent and teacher trainings will help develop a common language which will recognize the worth of others, develop tools for peaceful conflict resolution, and reinforce the Pillars of Character in peer interactions. The “Be An Ally” presentations and trainings will build upon the content and strategies presented in last year’s “Free to Be” presentations. These workshops support District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff, District Strategic Goal #6: Develop and support a high performing workforce, and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** The cost for the one day assembly and workshops for students will be \$900.00; the cost for the teacher in-service will be \$350.00. The cost for the parent training will be \$350.00. Total cost is \$1,600.00 to be paid out of Bohn MAA funding.

**RECOMMENDATION:** 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.

# 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 Soul Shoppe 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 a one day "Be An Ally" assembly and follow up workshop sessions for students on October 16, 2013. Provide a teacher inservice on October 14, 2013. Provide a parent workshop on November 5, 2013.

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

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

a. District shall pay \$1,600.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 1,600.00. 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 \$ 0 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 October 14, 2013 and shall terminate on November 5, 2013.

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

6. Contractor shall contact the District's designee, Tammy Christensen at (209) 830-3300 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

_____
Consultant Signature (1)
_____
Social Security Number (2)/Tax ID #
_____
Date
_____
Title
_____
Address & Phone #
_____
_____

_____
Tracy Unified School District
_____
Date
_____
Title
_____
Account Number to be Charged
_____
Department/Site Approval
_____
Budget Approval
_____
Date Approved by the Board

**Send all copies to the Business Office:**

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** August 19, 2013  
**SUBJECT:** 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

**BACKGROUND:** Bullying has become a problem of national focus. Tracy Unified has shown a commitment to preventing bullying behaviors and to increasing staff capabilities to address issues of bullying. In recognition of this, the School Site Council at Villalovoz Elementary School devoted a portion of the site budget to allow for assemblies and presentations to students and staff. Parents will also benefit from an informational meeting. All Soul Shoppe programs will foster a positive environment for all, encourage acceptance of differences among individuals and develop a common language for addressing issues of bullying and harassment. Soul Shoppe will provide Character Workshops, Bullying Prevention Assemblies and Special Classes focusing on Specific Grade Levels and Topics that arise and Impact the School Community.

**RATIONALE:** Soul Shoppe assemblies and workshops focus on fostering a positive environment for all students. The Soul Shoppe student presentation format provides teachers and staff with strategies and tools they can use on school site to reinforce positive surroundings within our school. The Soul Shoppe parent informational meeting provides parents with relational techniques and anti-bullying strategies so they can assist their children at home. The information presented in the workshops for students and the in-service for teachers and staff will help develop a common language which will recognize the worth of others, develop tools for peaceful conflict resolution, and reinforce the Pillars of Character in peer interactions. These workshops support District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff, District Strategic Goal #6: Develop and support a high performing workforce, and District Strategic Goal #7: Develop and utilize partnerships to achieve District Goals.

**FUNDING:** The cost for services will be \$10,000. To be paid out of EIA Categorical Funds.

**RECOMMENDATION:** 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

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

1. Contractor shall perform the following duties:

Perform Character Workshops, Bullying Prevention Assemblies and Special Classes focusing on Specific Grade Levels and Topics that arise and Impact the School Community.

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), under the terms of this agreement at the following location Villalovoz

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

- a. District shall pay \$10,000.00 per HOUR DAY FLAT RATE, not to exceed a total of \$10,000.00 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
b. District SHALL; SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ for the term of this agreement.
c. District shall make payment on a MONTHLY PROGRESS BASIS, SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on September 1, 2013, and shall terminate on May 30, 2014.

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

6. Contractor shall contact the District's designee, Lisa Beeso at (209) 830-3331 x8054 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  
01709001110100058004303702

\_\_\_\_\_  
Account Number to be Charged:

\_\_\_\_\_  
Department/Site Approval

\_\_\_\_\_  
Budget Approval

\_\_\_\_\_  
Date Approved by the Board

Send all copies to the Business Office:

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



# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 16, 2013  
**SUBJECT:** **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**

**BACKGROUND:** Counseling and More (CAM), formerly known as Peacemakers, has been very successful working with students at Williams Middle School over the past three years. As the EL student population continues to grow, the staff at Williams would like to ensure the success of all students by providing the educational services they need. To that end, the staff at Williams would like to expand the program to include tutoring for EL students during the school day, as well as a follow up with parents. The resources for Spanish speaking staff are limited and the language barrier can make students feel disassociated with the educational programs.

**RATIONALE:** The EL students are increasing in numbers each school year. The services that are provided for them take place during regular core class time. For example, ALAS class. A Spanish speaking tutor can assist students in their educational goals, as well as reach out to the parents for support and offer parent education. The Counseling and More can provide invaluable resources during class time and during the school day to assist students with being successful.

**FUNDING:** CAM tutoring will be paid out of EIA funding. Total not to exceed \$20,000.

**RECOMMENDATION:** 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

**Prepared by:** Barbara Montgomery, Principal of Williams Middle School



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  
01-7090-0-1110-1000-5800-490-5302

\_\_\_\_\_  
Account Number to be Charged:

\_\_\_\_\_  
Department/Site Approval

\_\_\_\_\_  
Budget Approval

\_\_\_\_\_  
Date Approved by the Board

**Send all copies to the Business Office:**

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 16, 2013  
**SUBJECT:** **Ratify Contract with Cheryl Markowitz of Psychology, Learning and You (PLAY) for Autism Consultation**

**BACKGROUND:** Special Education students attending Extended School Year instruction require consultation services from an Autism Specialist as part of their Individual Education Plan. Additionally, many of our special education students currently have autism consultation written into their IEPs and will need autism consultation in the upcoming school year. For the 2013-2014 school year we need 134 hours per month of consultation for 12 months, or 1,600 total hours per year. The Board has approved contracts with Cheryl Markowitz to provide these services for several years, and the contract is needed again this year. Ratification is necessary to prevent a lag in services, per State and Federal law.

**RATIONALE:** The Special Ed department does not have an autism specialist employed in the District, so these services need to be provided through contract arrangement. Cheryl Markowitz is a certified special education teacher, and has worked with numerous public and private agencies to provide autism consultation. She and her agents will provide analyses of behavior, and consult with teachers regarding behavior management, curriculum and instruction. Cheryl and her agents will also assist the IEP teams in the development of appropriate goals and objectives. Nonpublic agency contracted services are part of the continuum of services districts must provide to students with exceptional needs. This request supports District Strategic Goal 2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; District Strategic Goal 3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal 7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** Expenses for this contract are billed at \$87.30 per hour. Total contract expenses will not exceed a total of \$139,680.00 through June 30, 2014. Funding for Nonpublic agency expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Contract with Cheryl Markowitz of Psychology, Learning and You (PLAY) for Autism Consultation

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Cheryl Markowitz, P.L.A.Y., 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 consultation for students diagnosed with autism at all grade levels. Consultation will include recommendations for placement, teaching strategies and social skills training, picture exchange communication system training, behavior management communication strategies, assessments including behavioral and environmental, material preparation participations at IEP's and other meetings, and supervision / support of PLAY consultants as needed.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **1,600 HOURS per year** (average of 134 hours per month), under the terms of this agreement at the following location any and all school sites in TUSD.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 87.30 per **HOUR**, not to exceed a total of \$ 139,680.00. 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 \$ \_\_\_\_\_ 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 **July 1, 2013**, and shall terminate on **June 30, 2014**.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Dr. Janet Skulina (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

\_\_\_\_\_  
 Consultant Signature (1)

\_\_\_\_\_  
 Social Security Number (2)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
 Tracy Unified School District

\_\_\_\_\_  
 Date

**Dr. Janet Skulina** Director, Special Education  
 Title

01-6500-0-5750-1180-5800-800-2542  
 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.



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 16, 2013  
**SUBJECT:** **Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment**

**BACKGROUND:**

**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Angel, Nora Attendance Clerk	Jacobson	08/16/13	Accepted Attendance Clerk position at Hirsch
Gutierrez, Wendy Bilingual Para Ed I	THS	08/08/13	Accepted 6 hour Bilingual Para Ed I position at THS
Hawthorne, Coleen IEP Para Ed I	Freiler	08/12/13	Accepted teaching position with Jefferson School District
Koochof, Edrin Food Service Worker	KHS/North	08/31/13	Personal
Ledezma, Lori Para Ed I	Kelly	08/07/13	Personal
MacKay, Sharon Para Ed I (PE)	WMS	08/31/13	Personal
Otis Spencer, Yvette Secretary to the Principal of Community Day	Willow	08/13/13	Personal
Outland, Carol Special Ed Para Ed I	WMS	08/12/13	Accepted teaching position with Jefferson School District
Saavedra, Sonia School Supervision Assist.	S/WP	08/05/13	Personal
Souza, Amie	WMS	08/08/13	Accepted Para Ed I (PE) position at MVMS

**BACKGROUND:**

**CLASSIFIED RETIREMENT**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Cuellar, Fotine Custodian I	THS	10/1/13
Geisenhofer, Louise Clerk Typist II	THS	08/09/13
McCarty, David Maintenance Specialist	Maintenance	11/2/13

**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:** August 16, 2013  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

**BACKGROUND:**

Berryman, Amy

**CERTIFICATED**

SDC PreSchool Teacher (Intern)(New)  
Hirsch School  
Class I, Step 1, "A"  
\$41,504.32  
Funding: Restricted Funds

Harvey, Renaye

Math Teacher (Replacement)  
North School  
Class I, Step 1, "A"  
\$41,777.20  
Funding: General Fund

Kameswaran, Lalitha

Math Teacher (Replacement)  
Kimball High  
Class I, Step1, "A"  
\$40,641.95  
Funding: General Fund

Martin, Laurie

7<sup>th</sup> Grade Life Science (Intern) (Replacement)  
Williams Middle School  
Class IV, Step 1, "A"  
\$41,777.20  
Funding: General Fund

Ortiz III, Jose

Drama Teacher (Replacement)  
Tracy High  
Class III, Step 1, "B"  
\$44,612.10  
Funding: General Fund

Pressly, Matt	60% English Teacher (New) Kimball High School Class I, Step 1, "A" \$25,202.40 Funding: General Fund
Spinnato-Gonzalez, Alexis	Physical Education Teacher (Replacement) Kimball High School Class I, Step 1, "A" \$41,550.15 Funding: General Fund
Tariku, Michael	Math Teacher (Intern) (Replacement) West High School Class I, Step 1, "A" \$41,096.05 Funding: General Fund
<b><u>BACKGROUND:</u></b>	<b><u>CLASSIFIED</u></b>
Angel, Nora	Elementary Attendance Clerk (Replacement) *Filled by current TUSD employee Hirsch Elementary School Range 28, Step E - \$16.53 per hour 8 hours per day Funding: General Fund
Castro Vazquez, Ma Veronica	STEPS Early Childhood Associate Instructor (Replacement) STEPS/Stein Continuation High School Range 24, Step C - \$13.73 per hour 5 hours per day Funding: General Fund
Gutierrez, Wendy	Bilingual Para Educator I (Replacement) *Filled by current TUSD employee Tracy High School Range 24, Step E - \$15.07 per hour 6 hours per day Funding: EIA
Pike, Marilee	School Supervision Assistant (Replacement) George Kelly School Range 21, Step A - \$11.69 per hour 1 hour per day Funding: General Fund

Souza, Amie

Para Educator I (P.E.) (Replacement)  
\*Filled by current TUSD employee  
Monte Vista Middle School  
Range 24, Step E - \$15.07 per hour  
6 hours per day  
Funding: General Fund

**BACKGROUND:**

Haim, Thomas

**COACHES**

Assistant Cross Country  
West High School  
Stipend: \$3,896.19

Rodriguez, Jesse

Assistant Varsity Football  
Kimball High School  
Stipend: \$4,221.60

**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 14, 2013  
**SUBJECT:** **Approve Agreement for Special Contract Services with @Work Medical Services to Provide Nurses for Needed Nursing Services**

**BACKGROUND:** Additional nursing services are needed in order to provide the required continued and necessary services to students.

**RATIONALE:** The District needs to continue to utilize the services of RN's and LVN's to continue to provide services for students.

This agenda item meets District Strategic Goal #6: Develop and support a high performing workforce.

**FUNDING:** The costs for these services are between \$40.00 and \$54.00 per hour. These are the total costs paid to the agency. The contract is not to exceed \$550,000. Funds to cover the cost of these nursing services will be provided from unrestricted general funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with @Work Medical Services to Provide Nurses for Needed Nursing Services

**Prepared by:** Nancy Kettner, Director of Human Resources and Employee Relations

Tracy Unified School District  
1875 W. Lowell Avenue, Tracy California 95376-4095

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and @Work Staffing LLC, dba @ Work Medical Services, hereinafter referred to as "Contractor" is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: **Perform catheterizations, manage diabetes, provide 1-on-1 LVN/RN services, and perform other nursing duties as required.**
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of **180 HOURS/DAY**, under the terms of this agreement at the following location: **Health Services Department, 1945 W. Lowell Avenue, Tracy, CA 95376, and at various K-12 school sites as required.**
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - A. District shall pay **LVN rate of \$40, 1-on-1 LVN rate of \$40, and/or RN rate of \$54 per HOUR**, not to exceed a total of **\$550,000**. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.  
District  **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: **Livescan fingerprinting, mileage, meals, and lodging.** Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
  - B. 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 "Invoice of Non-Employee Consultant Services."
4. The term of this agreement shall commence on **September 30, 2013**, and shall terminate on **October 1, 2014**.
5. This agreement may be terminated at any time during the term by either party upon one (1) days written notice.
6. Contractor shall contact the District's designee, **Cindy Edmiston** at (209) 830-3241, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship is 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.
8. Contractor agrees to maintain the following amounts for Workers Compensation and General Liability, listing Tracy Unified School District as the Certificate Holder:

**Worker Comp:**

E.I. each accident	\$500,000
E.I. disease each employee	\$500,000
E.I. disease-Policy limit	\$500,000

**General Liability: (PL/GL)**

<b>Each Occurrence:</b>	\$2,000,000
Fire Damage:	\$50,000
Med exp:	Excluded
Personal & Adv. Injury	\$2,000,000
<b>General aggregated:</b>	\$4,000,000
Products-Comp/OP AGG:	Included

*Pl. Certificate must stipulate "PROFESSIONAL LIABILITY" and G.L. must state "TUSD" named as additional insured.*

9. 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 any 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.
10. This Agreement is for the personal services of the Contractor and contractor may not assign the performance of the services to any persons who are not parties to this Agreement except for employees of Contractor.
11. 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.
12. District shall become the owner of, 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.
13. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

AGREED

Lisa Fowler  
Consultant Signature (1)

Tracy Unified School District

Social Security Number or TIN number (2)  
Aug 8 - 2013  
Date

Date

Title

Branch Manager  
Title

Account Number to be charged

445 W. Weber  
Address

Department Site Approval

Stockton, CA 95203  
City/State/Zip

Budget Approval

(209) 956-4656  
Phone Number

Date Approved by the Board

Attachments: Certificate of Insurance  
Waiver of Subrogation (attached to Certificate of Insurance)



POLICY NUMBER: SPPKG0056400

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization:

THOSE PERSONS OR ORGANIZATIONS THAT REQUIRE OF YOU BY MEANS OF A  
WRITTEN CONTRACT WITH YOU TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST  
THEM

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV.— Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



# HUMAN RESOURCES MEMORANDUM

---

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 15, 2013  
**SUBJECT:** **Ratify Agreement for Special Contract Services for Assistant Varsity Football Coach Randy Nunez for the 2013-2014 Fall Season at Tracy High School**

**BACKGROUND:** There is a need in the football program at Tracy High 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 program.

**RATIONALE:** Randy Nunez is uniquely qualified to assist and enhance the football program at Tracy High School. He has extensive football experience as a player and 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, game management, scouting and fundraising. This agenda item needs to be ratified due to the late addition of coaching staff.

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

**FUNDING:** Expenses for the Assistant Football coach will be paid by the District and reimbursed by the Tracy High School ASB football account. Expenses will not exceed \$3000.00.

**RECOMMENDATION:** Ratify Agreement for Special Contract Services for Assistant Varsity Football Coach Randy Nunez for the 2013-2014 Fall Season at Tracy High School

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



**TRACY UNIFIED SCHOOL DISTRICT**  
 District Education Center  
 1875 West Lowell Avenue  
 Tracy, CA 95376

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

(NOTE: This agreement must be accompanied by a purchase requisition or purchase order with the account number noted on the agreement and all insurance certificates including endorsements)

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District" and Randy Nunez, 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 conditions:

1. Contractor shall perform the following duties: Football Coach

---

2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of 120 hours/days under the terms of this agreement.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. Districts shall pay \$\_\_\_\_\_ per hour, not to exceed a total of \$3000<sup>00</sup>. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. Districts shall/shall not reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services. Reimbursement of expenses shall not exceed \$\_\_\_\_\_.
  - c. District shall make payment 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 printing and equipment rental.

1/3

2/3

## Agreement for Special Contract Services:

4. The term of this agreement shall commence on Aug 1, 13 and shall terminate on 12, 1, 13.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.

## Agreement for Special Contract Services:

Contractor shall contact the District's designee, Matt Shroat, at (209) 830-3360 2281, with any questions, regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

6. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for worker's 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 Contractor and agrees to hold harmless and to indemnify District for: (an insurance certificate and endorsement shall be provided to the District upon completion and/or signing of this agreement, which must accompany the Board Agenda Request form and Agenda Item).

Any injury to person and 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 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 this or her own cost, expenses 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.

7. This Agreement is for the personal services of the Contractor and may not assign the performance of the services to any person or persons who are not parties to this contract/agreement except for employees of Contractor.
8. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments thereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Contractor's current employer.

3/3

Agreement for Special Contract Services:

9. District shall become the owner of, 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.

10. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

AGREED:

*[Handwritten Signature]*

Consultant Signature (1)

*[Handwritten Signature]*

Tracy Unified School District (Superintendent or designee)

8-13-13

Social Security Number/Tax ID #

Date

8-13-13

Date

Title

assist. coach

Title

Account number to be charged

*[Handwritten Signature]*

Department / Site Approval

Address

Phone No. (with area code)

Date Approved by the Board

Send copies to: \_\_\_\_\_, Financial Services with purchase requisition for processing of payment(s) as noted in the agreement, Facilities Use, Business Services Office, Superintendent's Office with Agenda Item material, Site file

Ref: <https://staff.tusd.net/personal/clyons/Private Documents/Agreements/Agreement for Use of Consultant Services 1 14 05.doc>



# HUMAN RESOURCES MEMORANDUM

---

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 19, 2013  
**SUBJECT:** **Ratify Agreement for Special Contract Services for Assistant Football Coach Katia Ransom at Kimball High School for the 2013 Fall Season**

**BACKGROUND:** The Kimball High School football program has undergone many changes during the last few months; therefore, there is a need in the football program for additional football coaches to ensure a smooth transition and positive and safe experience for the players.

**RATIONALE:** Katia Ransom is qualified to assist and enhance Kimball's sophomore football program, and his experience will ensure the overall success and safety of the program. His duties will be to assist the head coach with the supervision and safety of the football team.

This agenda item needs to be ratified due to the unexpected turnover in the football coaching staff during summer break at Kimball High School.

This agenda item aligns with District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

**FUNDING:** Expenses for assistant football coach will be paid by the District and reimbursed by the Kimball High School ASB account. Expenses will not exceed \$2,000.00 for the 2013-2014 football season.

**RECOMMENDATION:** Ratify Agreement for Special Contract Services for Assistant Football Coach Katia Ransom at Kimball High School for the 2013 Fall Season

**Prepared by:** Cheryl Domenichelli, Principal of Kimball High 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 KATIA RANSOM 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: ASSISTANT FOOTBALL COACH

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 120 ( ) [ ] HOURS [X] DAY(s), under the terms of this agreement at the following location Kimball

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

a. District shall pay \$ 2,000.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$ 2000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

b. District [ ] SHALL; [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 \$ [ ] 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 AUG. 12, 2013, and shall terminate on Dec. 1, 2013.

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

6. Contractor shall contact the District's designee, Steve Thornton at ( ) Kimball 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

*John Kelly*  
\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Tracy Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
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.



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** August 16, 2013  
**SUBJECT:** **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**

**BACKGROUND:** A resolution is required to legally establish school mitigation fees in accordance with SB-50 as justified in the School Facilities Needs Analysis (SFNA) dated July 15, 2013. The Board has taken into consideration any public comments heard on the fees as justified in the SFNA during the hearing period which opened on July 22, 2013 and closed on August 27, 2013.

**RATIONALE:** An informational report on the School Facilities Needs Analysis (SFNA) was presented to the Board at the August 13, 2013 Board meeting. The SFNA has been available for public review and comment at the School District office as well as the Tracy Branch Library during the public comment period.

Due to the configuration of TUSD, two SFNAs have been developed, one for the K-12 boundaries of the District which yields Level II fees of \$4.70 and Level III fees of \$9.40 per square foot of residential construction. The fees for the K-8 feeder Districts which are only responsible for mitigation of high school facilities, Level II fees are \$1.92 and Level III fees of \$3.84 per square foot of residential construction.

**FUNDING:** No funding implications

**RECOMMENDATIONS:** 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

**Prepared by:** Bonny Carter, Director of Facilities & Planning



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. No. 13-04**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE TRACY UNIFIED SCHOOL DISTRICT  
APPROVING THE 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 FINDING AND DETERMINATIONS**

WHEREAS, under Government Code Sections 65995.5 and 65995.7, enacted pursuant to Chapter 407, Statutes of 1998 (SB 50), a school district's governing board may, after making certain findings, establish fees to offset the cost of school facilities made necessary by new residential construction; and

WHEREAS, Tracy Unified School District (TUSD), had undertaken a review of eligibility to establish fees under the provisions of SB 50; and

WHEREAS, TUSD has prepared an analysis entitled School Facilities Needs Analysis, dated July 15, 2013 (the "Needs Analysis") in accordance with the provisions of SB 50; and

WHEREAS, TUSD seeks to establish fees in accordance with and under the authority of SB 50 for the purpose of funding the construction of school facilities made necessary by residential development within the District's boundaries; and

WHEREAS, TUSD has submitted applications to the State Allocation Board of the State of California for new construction funding and have obtained confirmation of the Districts calculation of eligibility in accordance with the provisions of Government Code section 65995.5 (b) (1); and

WHEREAS, in accordance with Government Code Section 65995.6 the purpose of this Resolution is to adopt the School Facilities Needs Analysis dated July 15, 2015, and to declare the Districts eligibility for and to establish fees under the provisions of Government Code Sections 65995.5 and 65995.7, consistent with the information and data set forth in the School Facilities Needs Analysis and upon such other information and documentation prepared by or on file with TUSD, as presented and described to the Board of Education.

Section 1. Procedure. This Board hereby finds that prior to the adoption of this Resolution the Board held a public hearing at its regular meeting of August 27, 2013, at which oral and written public comments were received. Notice of the time and place of the public hearing were published in The Record newspaper on July 22, 2013, including a Statement that the School Facilities Needs Analysis was available for public review at the School District Office and at the Tracy Branch Library.

Section 2. Determination of Eligibility. Pursuant to information contained in the School Facilities Needs Analysis, the Board has determined the following related to establishing fees under the

- (A) The District has submitted timely applications to the State Allocation Board for new construction funding and has obtained confirmation of the Districts determination of eligibility for state funding.
- (B) The Tracy Unified School District has issued debt in an amount exceeding 15% of its bonding capacity.
- (C) The Tracy Unified School District has approximately 30% of teaching stations in non-permanent facilities.

Based on the foregoing, the District is eligible to levy fees pursuant to the provisions for Government Code Section 65995.5 and 65996.7.

Section 3. Findings. The Board has reviewed the provisions of the School Facilities Needs Analysis as they related to proposed and potential residential development, the resulting school facilities needs, the cost thereof, and the available sources of revenue and based thereon, and upon all other written and oral presentations to the Board, the Board makes the following findings:

- (A) Enrollment at District schools is presently at or exceeding capacity;
- (B) Additional residential development projects within the District will increase the need for new school facilities;
- (C) Without the addition of new school facilities, further residential development projects within the District will result in a significant decrease in the quality of education presently offered by the District;
- (D) New residential development is projected within the District's boundaries and the enrollment produced thereby will exceed the capacity of the schools within the District. Projected development, within the District, without additional school facilities, will result in conditions of overcrowding which will impair the normal functioning of the Districts educational programs;
- (E) The fees proposed in the School Facilities Needs Analysis and levied pursuant to this Resolution are for the purpose of providing adequate school facilities to maintain the quality of education offered by the District and to prevent overcrowding;
- (F) The fees proposed in the School Facilities Needs Analysis and levied pursuant to this Resolution will be used for construction of school facilities as identified in the Needs Analysis or as described to the Board;
- (G) The uses of the fees proposed in the School Facilities Needs Analysis and levied pursuant to this Resolution will be to build or expand school facilities and capacity and are reasonably related to the types of development projects on which the fees are imposed as demonstrated in the School Facilities Needs Analysis;
- (H) The fees proposed in the School Facilities Needs Analysis and levied pursuant to this Resolution bear a reasonable relationship to the need for school facilities created by the

types of development projects on which the fees are imposed, as demonstrated in the School Facilities Needs Analysis;

- (I) The fees proposed in the School Facilities Needs Analysis and levied pursuant to this Resolution do not exceed the estimated amount required to provide funding for the construction of school facilities for which the fees are levied, including consideration of all funds available for this purpose;
- (J) The fees will be collected for school facilities for which an account has been established and funds appropriated and for which the District has adopted a construction schedule.

Section 4. Needs Analysis Approval. Based upon oral and written evidence presented at the public hearing on the matter, this Board finds that the School Facilities Needs Analysis dated July 15, 2013 meets the requirements of Government Code Section 65995.6 and is suitable basis for establishing fees pursuant to SB 50. This Board hereby approves and adopts the School Facilities Needs Analysis dated July 15, 2013 as the basis for approving fees pursuant to Governments Code Sections 65995.5 and 65995.7.

Section 5. Determination of "Level II Fee". Based upon information contained in the School Facilities Needs Analysis and the foregoing findings, the Board hereby establishes a new fee upon resident construction pursuant to Government Code Section 65995.5 to be known as the "Level II Fee", as follows:

- \$ 4.70 per square foot of residential construction in the Kindergarten –Grade 12 attendance area
- \$ 1.92 per square foot of residential construction in the Kindergarten – Grade 8 feeder districts.

Section 6. Determination of "Level III Fee". In accordance with the provisions of Government Code Sections 65995.7, the District is authorized to establish a fee in excess of the Level II fee in the event that the State Allocation Board is no longer approving apportionment for new construction in accordance with Education Code Section 17072.20 due to lack of funds. In the event the State Allocation Board notifies the Secretary of the Senate and Chief Clerk of the Assembly, in writing, of the determination that such funds are no longer being allocated, the Level III fee identified in the School Facilities Needs Analysis shall be implemented as follows;

- \$ 9.40 per square foot of residential construction in the Kindergarten – Grade 12 attendance area.
- \$ 3.84 per square foot of residential construction in the Kindergarten – Grade 8 feeder districts.

Upon determination that the State Allocation Board is no longer apportioning new construction funds, the Level III fee shall immediately be placed into effect in lieu of Level II fees by action of the Superintendent or designee, without any additional action by the Board.

Section 7. Application of Fee. The Level II or III fees established herewith, shall be applied to all residential building permits except as follows:

- (A) The Level II/III fees shall not apply during the term of any mitigation agreement entered into between a sub divider or builder and the District or any applicable city or county, on or

before January 1, 1987, that requires the payment of a fee, charge or dedication for the construction for school facilities as a condition to the approval of residential development.

- (B) The Level II/III fees shall not apply during the term of any mitigation agreement entered into between a person and the District or any applicable city or county, after January 1, 1987, but before November 4, 1998, that requires payment of a fee, charge or dedication for school facilities mitigation.
- (C) Prior to January 1, 2000, the Level II/III fees shall not apply to any construction that is not subject to a mitigation agreement but that is carried out on real property for which residential development was made subject to a condition relating to school facilities imposed by a state or local agency. Upon and after January 1, 2000, such construction shall be subject to the Level II/III fees.
- (D) Residential construction for which a tentative map was approved before November 4, 1998, and for which a building permit is issued prior to January 1, 2000. Upon and after January 1, 2000, such construction shall be subject to the Level II/III fees.

Section 8. Collection of Fee. Level II/III fees shall be collected as a precondition to issuance of a building permit for residential construction. Upon payment of the Level II/III fee, the District shall issue a Certificate of Compliance to the appropriate building department certifying that school fees requirements have been satisfied.

Section 9. Fee Adjustments. The District Level II and Level III fees shall be effective for a period of one year following the adoption date of this Resolution as set forth below and shall be reviewed annually thereafter to determine if such fee is to be re-established or revised.

Section 10. Additional Mitigation Methods. The policies set forth in this Resolution are not exclusive, and the Board reserves the authority to undertake other or additional methods to finance school facilities as are permitted by state law or through mutual agreement with other parties.

Section 11. California Environmental Quality Act. The Board hereby finds that the fees established pursuant to this Resolution are exempt from the provisions of the California Environmental Quality Act (CEQA) as specified in Government Code Section 65995.6 (g) and directs the Secretary of the Board to file a Notice of Exemption from the California Environmental Quality Act with the San Joaquin County Clerk.

Section 12. Commencement Date. The Board hereby orders that the fees established pursuant to this Resolution shall take effect immediately.

Section 13. Notification of Local Agencies. The Secretary of the Board is hereby directed to forward copies of this Resolution to the county and city planning agencies having jurisdiction within the District's boundaries.

Section 14. Severability. If any portion of this Resolution is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares its intent to adopt this Resolution irrespective of the fact that one or more of its provisions may be declared invalid subsequent hereto.

THE FOREGOING RESOLUTION was introduced at the meeting of the Board of Education, Tracy Unified School District, held on the 27th day of August, 2013, by Governing Board Member \_\_\_\_\_, who made the motion, which being duly seconded by \_\_\_\_\_, was, upon roll call, carried into Resolution passed by the following vote:

AYES;                      NOES;                      ABSTAINED;                      ABSENT;

ATTEST:

\_\_\_\_\_  
Secretary  
Board of Education  
Tracy Unified School District

DATE \_\_\_\_\_



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** August 14, 2013  
**SUBJECT:** **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**

**BACKGROUND:** Public Resources Code sections 40000 et seq. authorizes the Department of Resources Recycling and Recovery (CalRecycle), to administer various Grant Programs (grants) in furtherance of the state of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment. However, CalRecycle grants are subject to established application and management procedures, one of which is that a resolution must be adopted by the Board of Trustees.

The resolution was due on August 20, 2013, and the staff members applying for the grant were 1) not aware of the requirement for a board resolution, 2) unaware of the deadline to submit the resolution prior to August 2<sup>nd</sup> to be considered at the August 13, 2013 board meeting, and 3) off duty for the summer during the time the agenda item could have been prepared.

**RATIONALE:** The attached resolution confirms that the Tracy Unified School District Board of Trustees authorizes the submittal of application(s) to CalRecycle for all grants for which the Art Freiler School is eligible.

**FUNDING:** There is no impact to the district general operating budget caused by applying for these grants. However, the resolution clarifies that, for up to five years, the Associate Superintendent for Business Services, or his/her designee is authorized and empowered to execute in the name of the Art Freiler School all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project.

**RECOMMENDATION:** 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

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





# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** August 14, 2013  
**SUBJECT:** **Acknowledge Revised Administrative Regulation 5116.1, Intra-District Open Enrollment (First 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 (First 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 9<sup>th</sup> through 12<sup>th</sup> 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.

**INTRADISTRICT OPEN ENROLLMENT**

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 9<sup>th</sup> through 12<sup>th</sup> 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 1<sup>st</sup>.
  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 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 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 (6<sup>th</sup>-8<sup>th</sup>) 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.

### INTRADISTRICT OPEN ENROLLMENT

4. Accumulate not less than thirty (30) credits behind their class. A senior (12<sup>th</sup>) 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.

INTRADISTRICT OPEN ENROLLMENT

- 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 15<sup>th</sup> deadline may need to file a form with the California Interscholastic Federation and may be sanctioned from sports. This includes incoming 9<sup>th</sup> 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;

**INTRADISTRICT OPEN ENROLLMENT**

- 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:** July 22, 2013  
**SUBJECT:** Adopt Revised Board Policy 5116.1, Intra-District Open Enrollment (First 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 (First Reading)

**Prepared by:** Mr. Paul Hall, Director 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)**

### 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 and Human Resources  
**DATE:** July 22, 2013  
**SUBJECT:** Acknowledge Administrative Regulation 5117, Interdistrict Attendance (First 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 (First Reading)

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

**INTERDISTRICT ATTENDANCE AGREEMENT**

A. 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

~~Traey 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:** July 22, 2013  
**SUBJECT:** Adopt Board Policy 5117, Interdistrict Attendance (First 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 (First 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:** July 25, 2013  
**SUBJECT:** Acknowledge Administrative Regulation 5118, Open Enrollment Act Transfers (First 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 (First 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)

**(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:** July 20, 2013  
**SUBJECT:** **Adopt Board Policy 5118, Open Enrollment Act Transfers (First 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 (First 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>

11/10



# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** July 23, 2013  
**SUBJECT:** Acknowledge Revised Administrative Regulation 6158, Independent Study (First 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 use 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 (First 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  
ARRANGEMENT (Continued)**

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.~~
- ~~e. 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. Procedures**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'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



# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** July 28, 2013  
**SUBJECT:** Adopt Revised Board Policy 6158, Independent Study (First 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 (First 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
<b>17289</b>	<b>Exemption for facilities</b>
<b>41976.2</b>	<b>Independent study programs; adult education funding</b>
<b>42238</b>	<b>Revenue limits</b>
<b>44865</b>	<b>Qualifications for home teachers and teachers in special classes and schools</b>
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
<b>CODE OF FEDERAL REGULATIONS, Title 34</b>	
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
<b>ADMINISTRATIVE CODE, TITLE 5</b>	
3022	Assessment plan
3023	Assessment
3024	Transfer
3040	Individualized education program implementation
3043	Extended school year
<b>FAMILY CODE</b>	
6550	Authorization affidavits
<b>CODE OF REGULATIONS, TITLE 5</b>	
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 and Human Resources  
**DATE:** August 15, 2013  
**SUBJECT:** Acknowledge Revised Administrative Regulation 5111.2, Nonresident Foreign Students (Second Reading)

**BACKGROUND:** November 30, 1996, federal immigration law prohibits foreign students from obtaining an F-1 visa to attend public adult or elementary schools (grades K-8). However, pursuant to 8 USC 1184, students may be granted an F-1 visa to attend public school in grades 9-12 for a maximum of one year, as long as the student pays tuition. This new law does not affect students who are currently enrolled with a previously approved F-1 visa. However, when the visa expires or the student leaves the country, he/she will need to meet these new requirements in order to return to school.

**RATIONALE:** Update Administrative Regulation 5111.2 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 5111.2, Nonresident Foreign Students (Second Reading)

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

**NONRESIDENT FOREIGN STUDENTS (Continued)****A. Purpose and Scope**

Effective November 30, 1996, federal immigration law prohibits foreign students from obtaining an F-1 visa to attend public adult or elementary schools (grades K-8). However, pursuant to 8 USC 1184, students may be granted an F-1 visa to attend public school in grades 9-12 for a maximum of one year, as long as the student pays tuition. This new law does not affect students who are currently enrolled with a previously approved F-1 visa. However, when the visa expires or the student leaves the country, he/she will need to meet these new requirements in order to return to school.

Students in the United States with an F-1 visa designation are, by definition, non-residents. Public schools still must provide education to all school-age students who reside within their boundaries, whether or not they are legal residents.

Nonresident Foreign Students attend public schools to gain first hand experience with American culture, pursue education and share experiences with other students.

**B. General****Definitions**

F-1 Visa Students: An F-1 visa student is a nonimmigrant visa category intended for use by nonresident aliens whose primary purpose for visiting the United States is to study at an academic school. (8 USC 1184).

J-1 Visa Students: A J-1 visa student is a nonimmigrant exchange student who has come to the United States to study for a specific period of time under the sponsorship of a government approved agency. (9 USC 1184).

Nonimmigrant foreign students may be admitted to the United States for a temporary stay for the purpose of study.

**The new federal law does not affect the admission requirements of students with a J-1 visa designation, such as students participating in the AFS program.**

**C. Procedures****F-1 Visa Students**

**NONRESIDENT FOREIGN STUDENTS (Continued)**

On a case-by-case basis, students with or seeking an F-1 visa designation shall be accepted for admission to district schools in grades 9-12 through the Student Services office.

In determining whether to admit the student, under F-1 or J-1 status, the Superintendent or designee shall consider whether the following conditions exist: (8CFR 214.3, 22 CFR 41.61).

1. A suitable program exists at the school the student has selected.
2. The student’s English proficiency is sufficient for successful study at that school.
3. Space is available.
4. The student has provided proof of financial responsibility and insurance.
5. The host family shows proof of address and any other verification requested by and with the districts designee.

In addition, the student shall also submit evidence that he/she has been fully immunized in accordance with California law.

A student shall be admitted for maximum of one year. In addition, under F-1 status a student granted admission under this program shall pay the district the full, unsubsidized per-student cost of attendance at the secondary school. (8USC 1184).

**D. Forms**

None

**E. Records Required**

Verification document

**F. Records Retention**

None

**G. Responsible Administrative Unit**

**NONRESIDENT FOREIGN STUDENTS (Continued)**

Educational Services  
Student Services

**H. Approved By**

Assistant Superintendent of Educational Services

**Legal Reference:**

**EDUCATION CODE**

**48050-48054 Nonresidents**

**UNITED STATES CODE, TITLE 8**

**1184 Foreign students**

**CODE OF FEDERAL REGULATIONS, TITLE 8**

**214.3 Petition for school approval**

**214.4 Withdrawal of school approval**

**CODE OF FEDERAL REGULATIONS, TITLE 22**

**41.61 Students; academic and nonacademic**

**Management Resources:**

**CDE LEGAL ADVISORIES**

**0319.97 Amendments to F-1 Student Visa Requirements, LO: 1-97**



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 15, 2013  
**SUBJECT:** **Acknowledge Administrative Regulation 5125.1 Release of Directory Information (Second Reading)**

**BACKGROUND:** The Tracy Unified School District Board adopted Board Policy 5125.1 on June 9, 1998, pursuant to Education Codes 49703 and 2 USC 1232g, the Family Educational Rights and Privacy Act (FERPA), mandates that school districts adopt a policy identifying those categories of student records considered to be "directory information," which may generally be released unless the parent/guardian notifies the district of his/her refusal. "Directory information" is defined in Education Code 49061 and 34 CFR 99.3.0. AB 143 (Ch. 434, Statutes of 2011) amended Education Code 49061 to redefine directory information to include the student's email address (see item #4 below), thereby aligning state law with 34 CFR 99.3. However, Education Code 49061, as amended, does not include three types of information defined as directory information in 34 CFR 99.3: the student's place of birth, grade level, and photograph.

**RATIONALE:** Review and update existing Board Policy 5125.1 in accordance with the current existing California Education Codes, laws, and California School Advisory Board (GAMUT). This policy complies with District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

**FUNDING:** None

**RECOMMENDATION:** Acknowledge Administrative Regulation 5125.1 Release of Directory Information (Second Reading)

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

**RELEASE OF DIRECTORY INFORMATION****A. Purpose and Scope Notification to Parents/Guardians**

At the beginning of each school year, all parents/guardians shall be notified as to what categories of directory information the school or district plan to release ~~and to whom~~ and the recipients of the information. The notification shall also inform parents/guardians of their right to refuse to let the district designate any or all types of information as directory information and the period of time within which a parent/guardian must notify the district in writing that he/she does not want a certain category of information designated as directory information. (Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37) ~~(Education Code 49063, 49073)~~

The Superintendent or designee shall notify parents/guardians that they may request that the district not release the name, address, and telephone number of their child to military recruiters, employers, or institutions of higher education without prior written consent. (20 USC 7908)

**B, Definition**

Directory information means information contained in a student record that would not generally be considered harmful or an invasion of privacy if disclosed. Such student information includes: (Education Code 49061; 20 USC 1232g; 34 CFR 99.3)

1. Name
2. Address
3. Telephone number
4. Email address
5. Date of birth
6. Major field of study
7. Participation record in officially recognized activities and sports
8. Weight and height of athletic team members
9. Dates of attendance

**RELEASE OF DIRECTORY INFORMATION**

10. Degrees and awards received
11. Most recent previous school attended

Directory information does not include a student's social security number or student identification number. However, directory information may include a student identification number, user identification, or other personal identifier used by the student for purposes of accessing or communicating in electronic systems provided that the identifier cannot be used to gain access to education records except when used in conjunction with a personal identification number, password, or other factor known or possessed only by the authorized user. (34 CFK 99.3)

**Parent/Guardian Consent**

Directory information shall not be released regarding any student whose parent/guardian notifies the district in writing that such information not be disclosed without the parent/guardian's prior consent. (Education Code 49073; 20 USC 1232g, 7908)

For a former student, the district shall continue to honor any valid request to opt out of the disclosure of directory information made while the student was in attendance at the district, unless the opt-out request has been rescinded. (34 CFR 99.37)

**B. General**

~~Directory information shall not be released regarding any student whose parent/guardian notifies the district in writing that such information may not be disclosed. (Education Code 49073)~~

Based on its determination of the best interest of the student, the district's is designee, may limit or deny the release of specific directory information to any public or private nonprofit organization. (Education Code 49073)

Directory information may be released to the following:

1. Federal, state and local governmental agencies

**RELEASE OF DIRECTORY INFORMATION**

2. Representatives of the news media, including but not limited to newspapers, magazines and radio and television stations.
3. Employers or prospective employers
4. Nonprofit youth organizations

No information may be released to a private profit making entity other than employers, prospective employers and representatives of the news media.

Under no circumstances shall directory information be disclosed to a private profit-making entity other than employers, prospective employers, and representatives of the news media. Private schools and colleges may be given the names and addresses of 12th grade students and students who are no longer enrolled provided they use this information only for purposes directly related to their institution's academic or professional goals. (Education Code 49073)

**RELEASE OF DIRECTORY INFORMATION (Continued)**

**C. Forms Used and Additional References**

Log

**D. Procedures**

1. Directory information can be released by schools under specified guidelines.
2. All other student information can only be released as per guidelines in Board Policy 5125 and Administration Regulation 5125.2

**E. Reports Required**

None

**F. Record Retention**

Permanent

**G. Responsible Administrative Unit**

Education Services Division  
Student Services  
School Principals

**H. Approved by:**

Assistant Superintendent of Educational Services



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 15, 2013  
**SUBJECT:** **Adopt Revised Board Policy 5125.1 Release of Directory Information (Second Reading)**

**BACKGROUND:** The Tracy Unified School District Board adopted Board Policy 5125.1 on June 9, 1998, pursuant to Education Codes 49703 and 2 USC 1232g, the Family Educational Rights and Privacy Act (FERPA), mandates that school districts adopt a policy identifying those categories of student records considered to be "directory information," which may generally be released unless the parent/guardian notifies the district of his/her refusal. "Directory Information" is defined in Education Code 49061 and 34 CFR 99.3.0. AB 143 (Ch. 434, Statutes of 2011) amended Education Code 49061 to redefine directory information to include the student's email address (see item #4 below), thereby aligning state law with 34 CFR 99.3. However, Education Code 49061, as amended, does not include three types of information defined as directory information in 34 CFR 99.3: the student's place of birth, grade level, and photograph.

**RATIONALE:** Review and update existing Board Policy 5125.1 in accordance with the current existing California Education Codes, laws, and California School Advisory Board (GAMUT). This policy complies with District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

**FUNDING:** None

**RECOMMENDATION:** Adopt Revised Board Policy 5125.1 Release of Directory Information (Second Reading)

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

**RELEASE OF DIRECTORY INFORMATION**

The Governing Board recognizes the importance of maintaining the confidentiality of directory information and therefore authorizes the release of such information only in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee may release student directory information to representatives of the news media or nonprofit organizations in accordance with Board policy and administrative regulation.

The Superintendent or designee may limit or deny the release of specific categories of directory information to any public or private nonprofit organization based on his/her determination of the best interests of district students. (Education Code 49073)

Colleges and prospective employers, including military recruiters, shall have access to directory information. Military recruiters shall have access to a student's name, address, and telephone number, unless the parent/guardian has specified that the information not be released in accordance with law and administrative regulation. (20 USC 7908; 10 USC 503; Education Code 49603)

Under no circumstances shall directory information be disclosed to a private profit-making entity, except for representatives of the news media and prospective employers, in accordance with Board policy. Private schools and colleges may be given the names and addresses of 12th-grade students and students who are no longer enrolled provided that they use this information only for purposes directly related to the institution's academic or professional goals. (Education Code 49073)

~~The Superintendent or designee may authorize the release of student directory information to representatives of the news media, prospective employers or nonprofit organizations as provided by law. Unless prohibited by the parent/guardian in accordance with law, directory information which school officials may disclose consists of the following: student's name, address, telephone number, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of athletic team members, dates of attendance, degrees and awards received, and most recent previous school attended.~~

~~Telephone numbers shall be released only with express parental consent.~~

**RELEASE OF DIRECTORY INFORMATION**

**Legal Reference:**

**EDUCATION CODE**

49061	Definitions
49063	Notification of parents of their rights
49073	Release of directory information
49073.5	Directory information; military representatives; telephone numbers
49603	Public high schools; military recruiting

**UNITED STATES CODE, TITLE 10**

<b>503</b>	<b>Military recruiter access to directory information</b>
------------	---

**UNITED STATES CODE, TITLE 20**

<b>1232g</b>	<b>Family Educational Rights and Privacy Act</b>
<b>7908</b>	<b>Armed forces recruiter access to students and student recruiting information</b>

**CODE OF FEDERAL REGULATIONS, TITLE 34**

<b>99.1-99.67</b>	<b>Family Educational Rights and Privacy</b>
-------------------	--

**Management Resources:**

**WEB SITES**

**U.S. Department of Education, Family Policy Compliance Office:**

**<http://www.ed.gov/policy/gen/guid/fpco/index.html>**

**U.S. DEPARTMENT OF EDUCATION GUIDANCE**

**Access to High School Students and Information on Students by Military  
Recruiters, 2002**



# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 15, 2013  
**SUBJECT:** Acknowledge Administrative Regulation 5132, Dress Code (Second Reading)

**BACKGROUND:** There is no Administrative Regulation for 5132, Dress Code.

**RATIONALE:** Each site is required to create its Dress Code to preclude unauthorized groups and other dangerous environment/climate issues. Create Administrative Regulation 5132 in accordance with the current existing California Education Codes, laws, and California School Advisory Board (GAMUT). This policy complies with District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

**FUNDING:** None

**RECOMMENDATION:** Acknowledge Administrative Regulation 5132, Dress Code (Second Reading)

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

## Dress and Grooming

In cooperation with teachers, students and parents/guardians, the principal or designee shall establish school rules governing student dress and grooming which are consistent with law, Governing Board Policy and Administrative Regulations. These school dress codes shall be regularly reviewed.

Each school shall allow students to wear sun-protective clothing, including but not limited to hats, for outdoor use during the school day. (Education Code 35183.5)

In addition, the following guidelines shall apply to all regular school activities:

1. Shoes must be worn at all times. Sandals must have heel straps. Thongs or backless shoes or sandals are not acceptable.
2. Clothing, jewelry and personal items (backpacks, fanny packs, gym bags, water bottles etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions and likenesses, or which advocate racial, ethnic or religious prejudice.
3. Hats, caps and other head coverings shall not be worn indoors.
4. Clothes shall be sufficient to conceal undergarments at all times. See-through or fish-net fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.
5. Gym shorts may not be worn in classes other than physical education.
6. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.

Coaches and teachers may impose more stringent dress requirements to accommodate the special needs of certain sports and/or classes.

No grade of a student participating in a physical education class shall be adversely affected if the student does not wear standardized physical education apparel because of circumstances beyond the student's control. (Education Code 49066)

The principal, staff, students and parent/guardians at each school may establish reasonable dress and grooming regulations for times when students are engaged in extracurricular or

## Dress and Grooming

other special school activities.

### Gang-Related Apparel

At individual schools that have a dress code prohibiting gang-related apparel at school or school activities, the principal, staff and parents/guardians participating in the development of the school safety plan shall define "gang-related apparel" and shall limit this definition to apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 32282)

Because gang-related symbols are constantly changing, definitions of gang-related apparel shall be reviewed at least once each semester and updated whenever related information is received.

### Uniforms

In schools where a school-wide uniform is required, the principal, staff and parents/guardians of the individual school shall jointly select the specific uniform to be worn. (Education Code 35183)

At least six months before a school uniform policy is implemented, the principal or designee shall notify parents/guardians of this policy. (Education Code 35183)

Parents/guardians shall also be informed of their right to have their child exempted.

The principal or designee shall also repeat this notification at the end of the school year so that parents/guardians are reminded before school clothes are likely to be purchased.

The Superintendent or designee shall establish criteria for determining student eligibility for financial assistance when purchasing uniforms.

The Superintendent or designee shall establish a method for recycling or exchanging uniforms as students grow out of them.

Students who participate in a nationally recognized youth organization shall be allowed to wear organization uniforms on days when the organization has a scheduled meeting. (Education Code 35183)



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 15, 2013  
**SUBJECT:** Adopt Board Policy 5132, Dress Code (Second Reading)

**BACKGROUND:** The Tracy Unified School District Board adopted Board Policy 5132 on June 9, 1998, pursuant to Education Codes 4119.22, 4219.22, 4319.22 (Dress and Grooming) and 5145.2 (Freedom of Speech Expression). The Governing Board believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to give proper attention to personal cleanliness and to wear clothes that are suitable for the school activities in which they participate. Students' clothing must not present a health or safety hazard or a distraction which would interfere with the educational process.

**RATIONALE:** Students and parents/guardians shall be informed about dress and grooming standards at the beginning of the school year and whenever these standards are revised. A student who violates these standards shall be subject to appropriate disciplinary action. Review and update existing Board Policy 5132 in accordance with the current existing California Education Codes, laws, and California School Advisory Board (GAMUT). This policy complies with District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

**FUNDING:** None

**RECOMMENDATION:** Adopt Board Policy 5132, Dress Code (Second Reading)

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

**DRESS AND GROOMING (Continued)**

The Governing Board believes that appropriate dress and grooming contribute to a productive learning environment. Noting that when they are neatly attired and take pride in their appearance, there is less misbehavior and a better learning atmosphere is created. The Board expects students to give proper attention to personal cleanliness and to wear clothes that are suitable for the school activities in which they participate. Students' clothing must not present a health or safety hazard or a distraction, which would interfere with the educational process.

Students and parents/guardians shall be informed about dress and grooming standards at the beginning of the school year and whenever these standards are revised. A student who violates these standards shall be subject to appropriate disciplinary action.

According to the Administrative Code, Title 5, Section 302

“A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the school room before entering.”

In addition, the Governing Board requires that a student's clothing shall not be unsafe either for the student or those around the student (e.g., long, loose sleeves or hair while the student is operating power machinery or working with open fire), nor be disruptive of school operations and the educational process in general, nor be contrary to law.

No restrictions on freedom of dress and adornment shall be imposed by the district which may violate a student's civil rights, which impose particular codes of morality of religious tenets, which attempt to dictate style or taste, or which do not fall within the direct or implied powers of the Governing Board.

The superintendent is directed to establish any needed regulations consistent with this policy through cooperative planning with staff, students, and parents.

**Gang-Related Apparel**

The principal, staff and parents/guardians at a school, under district guidelines, may establish a reasonable dress code that prohibits students from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. Such a dress code may be included as part of the school safety plan

**DRESS AND GROOMING (Continued)**

and must be presented to the Board for approval. The Board shall approve the plan upon determining that it is necessary to protect the health and safety of the schools students.

School Uniforms

In order to promote student safety and discourage theft, peer rivalry and/or gang activity, the principal, staff and parents/guardians at a school may establish a reasonable dress code requiring students to wear uniforms. Such a dress code may be included as part of the school safety plan and must be presented to the Board for approval. The Board shall approve the plan upon determining that it is necessary to protect the health and safety of the school's students.

If a school's plan to require uniforms is adopted, the Superintendent or designee shall establish procedures whereby parents/guardians may choose to have their children exempted from the school uniform policy. Students shall not be penalized academically, otherwise discriminated against or denied attendance to school if their parents/guardians so decide. (Education Code 35183)

The Superintendent or designee shall ensure that resources are identified to assist economically disadvantaged students in obtaining uniforms.

Eighth Grade Graduation Dress and Grooming

The following guidelines shall be observed in determining appropriate school attire for the eighth grade graduation ceremony:

- ~~1. All students participating in the 8th grade graduation will wear the school adopted graduation gown during the entire ceremony. Students must wear the gowns in their original condition and without modification. Students not conforming to this requirement will not be allowed to participate in the graduation ceremony.~~
- ~~2. The cost of the gowns will be paid for by the participants. The District will make arrangements for students whose families are unable to purchase the gowns.~~
- ~~3. Guidelines for gown selection will be determined by each middle school.~~
4. Regular school dress code will also be in effect throughout the graduation.

**DRESS AND GROOMING (Continued)**

**Legal Reference:**

EDUCATION CODE:

35183	School dress codes; uniforms
35294.132281	School safety plans
48907	Student exercise of free expression
49066	Grades; effect of physical education class apparel

CODE OF REGULATIONS, TITLE 5

302	Pupils to be neat and clean on entering school Hartzell v. Connell (1984) 35 Cal. 3d 899 Arcadia Unified School District v. California Department of Education, (1992) 2 Cal. 4th 251 Marvin H. Jeglin et al v. San Jacinto Unified School District et al 827 F. Supp. 1459 (C.D. Cal. 1993)
-----	---



# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 15, 2013  
**SUBJECT:** **Acknowledge Administration Regulation 5141.4 Child Abuse Prevention and Reporting (Second Reading)**

**BACKGROUND:** The Tracy Unified School District Board acknowledged Administrative Regulation 5141.4 on June 9, 1998, pursuant to Penal Code 11164-11174.4 Child Abuse and Neglect Reporting Act which mandates training of District Employees of the identification and reporting of known or suspected child abuse to a child protective agency by telephone or as soon as possible and in writing within 36 hours.

**RATIONALE:** Review and update existing Administrative Regulation 5141.4 in accordance with the current existing California Education Codes, laws, and California School Advisory Board (GAMUT). This policy complies with District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

**FUNDING:** None.

**RECOMMENDATION:** Acknowledge Administration Regulation 5141.4 Child Abuse Prevention and Reporting (Second Reading)

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

**CHILD ABUSE REPORTING PROCEDURES (Continued)****A. Purpose and Scope**

Certificated employees and classified employees trained in child abuse identification and reporting shall report known or suspected child abuse to a child protective agency by telephone immediately or as soon as practically possible and in writing within 36 hours. The reporting duties are individual and cannot be delegated to another individual except under circumstances set forth in Penal Code 11166.

**B. General****1. Definitions**

a. "Child Abuse" includes the following:

- (i) A physical injury inflicted by other than accidental means on a child by another person.
- (ii) Sexual abuse of a child. **Penal Code 11165.1**
- (iii) Willful cruelty or unjustifiable punishment of a child, or willfully inflicting unjustifiable physical pain or mental suffering, or failure to safeguard a child from these injuries when the child is under a person's care or custody. **Penal Code 11165.3**
- (iv) Unlawful corporal punishment or injury resulting in a traumatic condition. **Penal Code 11165.4**
- (v) Neglect of a child or abuse in out-of-home care. **Penal Code 11165.2**

**Child abuse or neglect does not include:**

1. A mutual affray between minors (**Penal Code 11165.6**)
2. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his/her employment (**Penal Code 11165.6**)
3. An injury resulting from the exercise by a teacher, vice principal, principal, or other certificated employee of the same

**CHILD ABUSE REPORTING PROCEDURES (Continued)**

degree of physical control over a student that a parent/guardian would be privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning (Education Code 44807)

4. An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, to protect himself/herself, or to obtain weapons or other dangerous objects within the control of the student (Education Code 49001)
5. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by the student (Education Code 49001)

- b. "Mandated Reporters" are those people defined by law as "child care custodians," "health practitioners," "child visitation monitors" and "employees of a child protective agency." Mandated reporters include virtually all school employees. The following school personnel are required to report.

Teachers, administrators, supervisors of child welfare and attendance, certificated student personnel employees, employees of a child care institutions, headstart teachers, school psychologists, licensed nurses, counselors, presenters of child abuse prevention programs, **security personnel, bus drivers, food service personnel, office staff**, and those instructional aides or other classified employees trained in child abuse reporting. (Penal Code 11165.7)

- c. "Child Protective Agencies" are those law enforcement and child protective services responsible for investigating child abuse reports, including the local police or sheriff department, county welfare or juvenile probation department and child protective services.
- d. "Reasonable Suspicion" means that it is objectively reasonable for a person to entertain such a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse. **Reasonable suspicion does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect.** (Penal Code 11166)

**CHILD ABUSE REPORTING PROCEDURES (Continued)**

Reportable Offenses

**A mandated reporter shall make a report using the procedures provided below whenever, in his/her professional capacity or within the scope of his/her employment, he/she has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (Penal Code 11166)**

**Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, based on evidence of severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency. (Penal Code 11166.05, 11167)**

Any district employee who reasonably believes that he/she has observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury against a victim who is a child under age 14 shall notify a peace officer. (Penal Code 152.3, 288)

Responsibility for Reporting

The reporting duties of mandated reporters are individual and cannot be delegated to another person. (Penal Code 11166)

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)

Any person not identified as a mandated reporter who has knowledge of or observes a child whom he/she knows or reasonably suspects has been a victim of child abuse

**CHILD ABUSE REPORTING PROCEDURES (Continued)**

or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

**C. Forms and References**

Child Abuse Report Form

**D. Reporting Procedures****1. Initial Telephone Report**

**Immediately or as soon as practicable after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11165.9, 11166)**

To report known or suspected child abuse, any employee (as defined above) shall report by telephone to the local child protective agency and/or local police department.

Child Protective Agency  
P. O. Box 201056  
Stockton, CA 95201  
(209) 468-1330

The telephone report must be made immediately, or as soon as practically possible, upon suspicion. This report will include:

- a. The name of the person making the report.
- b. The name of the child.
- c. The present location of the child.
- d. The nature and extent of any injury.
- e. Any other information requested by the child protective agency, including the information that led the mandated reporter to suspect child abuse.

When the verbal report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

**CHILD ABUSE REPORTING PROCEDURES (Continued)****2. Written Report**

Within 36 hours of making the telephone report, the mandated reporter shall ~~complete and mail~~ **then prepare and either send, fax, or electronically submit to the appropriate agency a written follow-up report** to the local child protective agency a written report which includes a completed Department of Justice form (DOJ SS 8572). **(Penal Code 11166, 11168)**

Mandated reporters may obtain copies of the above form either from the district or the local child protective agency.

Instructions are included on the form, and reporters may ask the site administrator for help in completing and mailing it; however, the mandated reporter is personally responsible for ensuring that the written report is correctly filed.

**Reports of suspected child abuse or neglect shall include, if known: (Penal Code 11167)**

- a. **The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter**
- b. **The child's name and address, present location, and, where applicable, school, grade, and class**
- c. **The names, addresses, and telephone numbers of the child's parents/guardians**
- d. **The name, address, telephone number, and other relevant personal information about the person who might have abused or neglected the child**
- e. **The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information**

**The mandated reporter shall make a report even if some of this information is not known or is uncertain to him/her. (Penal Code 11167)**

**The mandated reporter may give to an investigator from an agency investigating the case, including a licensing agency, any information relevant to**



**CHILD ABUSE REPORTING PROCEDURES (Continued)**

necessary, a suspected victim may be interviewed during school hours, on school premises, concerning a report of suspected child abuse or neglect that occurred within the child's home or out-of-home care facility. The child shall be given the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the child. (Penal Code 11174.3)

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform him/her of the following requirements: (Penal Code 11174.3)

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible.
2. The selected person shall not participate in the interview.
3. The selected person shall not discuss the facts or circumstances of the case with the child.
4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

**Release of Child to Peace Officer**

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the Superintendent or designee and/or principal shall not notify the parent/guardian, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. It is the responsibility of the peace officer or agent to notify the parent/guardian of the situation. (Education Code 48906)

**Parent/Guardian Complaints**

Upon request, the Superintendent or designee shall provide parents/guardians with a copy of this administrative regulation which contains procedures for

**CHILD ABUSE REPORTING PROCEDURES (Continued)**

reporting suspected child abuse occurring at a school site to appropriate agencies. For parents/guardians whose primary language is not English, such procedures shall be in their primary language and, when communicating orally regarding those procedures, an interpreter shall be provided.

To file a complaint against a district employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. The employee also is obligated pursuant to Penal Code 11166 to file a report himself/herself using the procedures described above for mandated reporters.

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 4650.

**Notifications**

The Superintendent or designee shall provide to all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, their reporting obligations under Penal Code 11166, and their confidentiality rights under Penal Code 11167. The district also shall provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5)

Before beginning employment, any person who will be a mandated reporter by virtue of his/her position shall sign a statement indicating that he/she has knowledge of the reporting obligations under Penal Code 11166 and will comply with those provisions. The signed statement shall be retained by the Superintendent or designee. (Penal Code 11166.5)

Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637.

The Superintendent or designee also shall notify all employees that:

**CHILD ABUSE REPORTING PROCEDURES (Continued)**

1. **A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of his/her professional capacity or outside the scope of his/her employment. Any other person making a report shall not incur civil or criminal liability unless it can be proven that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11172)**
2. **If a mandated reporter fails to report an incident of known or reasonably suspected child abuse or neglect, he/she may be guilty of a crime punishable by a fine and/or imprisonment. (Penal Code 11166)**
3. **No employee shall be subject to any sanction by the district for making a report. (Penal Code 11166)**
4. Legal Responsibility and Liability
  1. Mandated reporters have absolute immunity. School employees required to report are not civilly or criminally liable for filing a required or authorized report of known or suspected child abuse.
  2. If a mandated reporter fails to report an instance of child abuse which he/she knows to exist or reasonably should know to exist, he/she is guilty of a misdemeanor punishable by confinement in jail for up to six months, a fine of up to \$1,000, or both. The mandated reporter may also be held civilly liable for damages resulting from any injury to the child after a failure to report.
  3. When two or more persons who are required to report have joint knowledge of a suspected instance of child abuse, and when they so agree, the telephone report may be made by either of them and a single report made and signed by that person. However, if any person knows or should know that the designated person failed to make the report, that person then has a duty to do so.
  3. The duty to report child abuse is an individual duty and no supervisor or administrator may impede or inhibit such reporting duties. Furthermore, no person making such a report shall be subject to any sanction.

Victim Interviews

**CHILD ABUSE REPORTING PROCEDURES (Continued)**

~~Upon request, a child protective agency representative may interview a suspected victim of child abuse during school hours, on school premises, concerning a report of suspected child abuse that occurred within the child's home. The child shall be given the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the child. (Penal Code 11174.3)~~

~~A staff member or volunteer aide selected by a child may decline to be present at the interview takes place, of the following legal requirements.~~

- ~~1. The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible.~~
- ~~2. The selected person shall not participate in the interview.~~
- ~~3. The selected person shall not discuss the facts or circumstances of the case with the child.~~
- ~~4. The selected person is subject to the confidentiality requirements of the Child Abuse and Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.~~

~~If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)~~

Release of Child to Peace Officer or Child Protective Services Agent

When a child is released to a peace officer or child protective services agent and taken into custody as a victim of suspected child abuse, the Superintendent or designee and/or principal shall not notify the parent/guardian as required in other instances of removal of a child from school, but rather shall provide the peace officer or agent with the address and telephone number of the child's parent/guardian. It is the responsibility of the peace officer or agent to notify the parent/guardian of the situation. (Education Code 48906)

Peace officers and child protective services agents may be asked to sign an appropriate release or acceptance of responsibility form.

When School Employees are Accused of Child Abuse

**CHILD ABUSE REPORTING PROCEDURES (Continued)**

Regardless of who child abusers may be, the major responsibilities of mandated reporters are to 1) identify incidents of suspected child abuse, and 2) comply with laws requiring the reporting of suspected abuse to the proper authorities. Determining whether or not the suspected abuse actually occurred is not the responsibility of the school employee. Such determination and follow-up investigation will be made by a child protective agency.

Pending the outcome of an investigation by a child protective agency and before formal charges are filed, the employee may be subject to reassignment or a paid leave of absence.

Upon filing formal charges or upon conviction, the district may take disciplinary action in accordance with law, district policies, regulations and/or collective bargaining agreements. The Superintendent or designee shall seek legal counsel in connection with either the suspension or dismissal of the employee.

**E. Records Required**

Child Abuse Report Form

**F. Record Retention**

Permanent

**G. Responsible Administrative Unit**

Educational Services

Human Resources

Student Services

Site Principals

**CHILD ABUSE REPORTING PROCEDURES (Continued)**

**H. Approved by the Administrator of the Division**

Assistant Superintendent of Educational Resources





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 15, 2013  
**SUBJECT:** **Adopt Board Policy 5141.4 Child Abuse Prevention and Reporting (Second Reading)**

**BACKGROUND:** The Tracy Unified School District Board Adopted Board Policy 5141.4 on June 9, 1998, pursuant to Penal Code 11164-11174.4 Child Abuse and Neglect Reporting Act which mandates training of District Employees of the identification and reporting of known or suspected child abuse to a child protective agency by telephone or as soon as possible and in writing within 36 hours.

**RATIONALE:** Review and update existing Board Policy 5141.4 in accordance with the current existing California Education Codes, laws, and California School Advisory Board (GAMUT). This policy complies with District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

**FUNDING:** None

**RECOMMENDATION:** Adopt Board Policy 5141.4 Child Abuse Prevention and Reporting (Second Reading)

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

**CHILD ABUSE REPORTING PROCEDURES (Continued)****Child Abuse Prevention**

The Governing Board recognizes the district's responsibility to educate students about the dangers of child abuse so that they will acquire the skills and techniques needed to identify unsafe situations and to react appropriately and promptly

The district's instructional program shall include age-appropriate and culturally sensitive child abuse prevention curriculum. This curriculum shall explain students' right to live free of abuse, inform them of available support resources, and teach them how to obtain help and disclose incidents of abuse. The curriculum also shall include training in self-protection techniques.

The Superintendent or designee shall seek to incorporate community resources into the district's child abuse prevention programs. To the extent feasible, the Superintendent or designee shall use these community resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

**Child Abuse Reporting**

~~The Governing Board recognizes that the district has a responsibility to facilitate the prompt reporting of incidents of child abuse and neglect. The Superintendent or designee shall ensure that parents/guardians have access to procedures whereby they can report suspected child abuse at a school site to appropriate child protective agencies.~~

The Board recognizes that child abuse has severe consequences and that the district has a responsibility to protect students by facilitating the prompt reporting of known and suspected incidents of child abuse. The Superintendent or designee shall establish procedures for the identification and reporting of such incidents in accordance with law.

Employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect. Mandated reporters shall not investigate any suspected incidents but rather shall cooperate with agencies responsible for investigating and prosecuting cases of child abuse and neglect.

The Superintendent or designee shall provide training regarding the reporting duties of mandated reporters.

**CHILD ABUSE REPORTING PROCEDURES (Continued)**

**In the event that training is not provided to mandated reporters, the Superintendent or designee shall report to the California Department of Education the reasons that such training is not provided. (Penal Code 11165.7)**

The Superintendent or designee shall establish regulations for use by employees in identifying and reporting child abuse.

District employees shall report known or suspected incidences of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse.

The Superintendent or designee shall provide training in child abuse identification and reporting for all new certificated personnel.

The Superintendent or designee shall also provide training in the duties of child abuse identification and reporting to instructional and teacher aides, teacher assistants and other classified employees. (Penal Code 11165.7)

As part of their training in child abuse identification and reporting, employees shall receive written notice of state child abuse reporting requirements and employee's confidentiality rights. (Penal Code 11165.7)

Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637.

**Legal Reference:**

**EDUCATION CODE:**

**32280-32288**

33308.1

44690-44691

44807

48906

48987

49001

51220.5

**Comprehensive school safety plans**

Guidelines on procedure for filing child abuse complaints

Staff development in the detection of child abuse and neglect

**Duty concerning conduct of students**

Notification when student released to peace officer

**Dissemination of reporting guidelines to parents**

**Prohibition of corporal punishment**

**Parenting skills education**

**CHILD ABUSE REPORTING PROCEDURES (Continued)**

PENAL CODE:

<b>152.3</b>	<b>Duty to report murder, rape, or lewd or lascivious act</b>
273a	Willful cruelty or unjustifiable punishment of child; endangering life or health
<b>288</b>	<b>Definition of lewd or lascivious act requiring reporting</b>
11164-11174.4	Child Abuse and Neglect Reporting Act
<del>11165-11165.15</del>	<del>Definitions relating to child abuse</del>
<del>11166-11170</del>	<del>Reporting known or suspected cases of child abuse</del>
<del>11172</del>	<del>Immunity from liability</del>
<del>11174.3</del>	<del>Interviewing victim at school</del>

WELFARE AND INSTITUTIONS CODE

600-601.2	Referral to school attendance review board; minors habitually disobedient or truant
15630-15637	Dependent adult abuse reporting

**CODE OF REGULATIONS, TITLE 5**

**4650 Filing complaints with CDE, special education students**

Management Resources:

CDE LEGAL ADVISORIES

0514.93	Guidelines for parents to report suspected child abuse by school district employees or other persons against a pupil at school site.
---------	--

**WEB SITES**

**California Attorney General's Office, Crime and Violence Prevention Center:**  
<http://safestate.org>

**California Department of Education, Safe Schools:**  
<http://www.cde.ca.gov/lr/ss>

**California Department of Social Services, Children and Family Services**  
 Division: <http://www.childsworld.ca.gov>

**U.S. Department of Health and Human Services, National Clearinghouse on Child Abuse and Neglect Information:**  
<http://nccanch.acf.hhs.gov>



# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** August 15, 2013  
**SUBJECT:** Adopt Board Policy 5144 Discipline (Second Reading)

**BACKGROUND:** The Tracy Unified School District Board Adopted Board Policy 5144 on June 9, 1998, pursuant to Education Codes 35291.5- 35291.7 School-adopted discipline rules.

**RATIONALE:** In amending Education Code 48900 through AB 1729 (Ch. 425, Statutes of 2012), the legislature declared that the public policy guiding the development of discipline policies for California schools should be for the creation of a safe, positive, supportive, and equitable school environment which enables students to learn rather than unnecessary exclusion of students from instruction and other school activities. As amended, Education Code 48900 authorizes the use of age-appropriate alternatives to suspension and expulsion of students. In addition, Education Code 48900.5, as amended by AB 1729, provides alternative methods of discipline that should be considered before suspension is imposed. Such alternative methods include conferences with the student and his/her parents/guardians, use of study teams, and participation in restorative justice programs. Education Code 48900.5 also authorizes a district to document in a student's records other means of correction that may have been used to address the student's behavior. Review and update existing Board Policy 5144 in accordance with the current existing California Education Codes, laws, and California School Advisory Board (GAMUT). This policy complies with District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

**FUNDING:** None

**RECOMMENDATION:** Adopt Board Policy 5144 Discipline (Second Reading)

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

**DISCIPLINE (Continued)****A. Purpose and Scope**

Rules for student discipline shall be developed at each school(s) site **collaboratively with grade level specific schools (K-5, 6-8, 9-12) and Director of Student Services and Curriculum.** ~~filed with the district office.~~ These rules shall be adopted jointly by the principal or designee and a representative selected by classroom teachers employed at the school. The views of administrators, teachers, security personnel, parents/guardians and secondary school students shall be obtained when the rules are developed. The rules shall be consistent with law, Governing Board policy and district regulations; they shall be revised as necessary and shall undergo the site-level review and adoption process at least every four years. (Education Code 35291.5)

All avenues of discipline provided in policy, regulation and law may be used in developing site **grade-level** rules. These include but are not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, and the use of alternative educational environments, suspension and expulsion.

**It shall be the duty of each employee of the school to enforce the school rules on student discipline. (Education Code 35291)**

**B. General****1. Corporal Punishment**

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student. (Education Code 49000, 49001)

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to district property. (Education Code 49001)

Whenever physical control is used with students, the principal shall be notified in writing of the events and the circumstances involved. The principal will maintain a record of such events and forward a copy of the report to the Director for Student Services. Reports of the use of (and need for) physical control may be made to the Board of Trustees.

**DISCIPLINE (Continued)****C. Disciplinary Strategies**

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Disciplinary strategies may include, but are not limited to:

1. Discussion or conference between school staff and the student and his/her parents/guardians.
2. Referral of the student to the school counselor or other school support service personnel for case management and counseling.
3. Convening of a study, guidance, resource panel, or other intervention-related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and his/her parents/guardians.
4. When applicable, referral for a comprehensive psycho-social or psycho-educational assessment, including for purposes of creating an individualized education program or a Section 504 plan.
5. Enrollment in a program for teaching prosocial behavior or anger management.
6. Participation in a restorative justice program
7. A positive behavior support approach with tiered interventions that occur during the school day on campus.
8. After-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups.
9. Recess restriction as provided in the section below entitled "Recess Restriction."
10. Detention after school hours as provided in the section below entitled "Detention After School."

**DISCIPLINE (Continued)**

11. Community service as provided in the section below entitled "Community Service."
12. In accordance with Board Policy and Administrative Regulation, restriction or disqualification from participation in extracurricular activities.
3. Reassignment to an alternative educational environment
14. Suspension and expulsion in accordance with law, Board Policy, and Administrative Regulation.

**Recess Restriction**

A teacher may restrict a student's recess time only when he/she believes that this action is the most effective way to bring about improved behavior. When recess restriction may involve the withholding of physical activity from a student, the teacher shall try other disciplinary measures before imposing the restriction. Recess restriction shall be subject to the following conditions:

1. The student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate.
2. The student shall remain under a certificated employee's supervision during the period of restriction.
3. Teachers shall inform the principal of any recess restrictions they impose.

**Detention After-School**

Students may be detained for disciplinary reasons up to one hour after the close of the maximum school day. (5 CCR 353)

If a student will miss his/her school bus on account of being detained after school, or if the student is not transported by school bus, the principal or designee shall notify parents/guardians of the detention at least one day in advance so that alternative transportation arrangements may be made. The student shall not be detained unless the principal or designee notifies the parent/guardian.

In cases where the school bus departs more than one hour after the end of the school day, students may be detained until the bus departs. (5 CCR 307, 353).

**DISCIPLINE (Continued)**

Students shall remain under the supervision of a certificated employee during the period of detention.

Students may be offered the choice of serving their detention on Saturday rather than after school.

**Community Service**

As part of or instead of disciplinary action, the Board, Superintendent, principal, or principal's designee may, at his/her discretion, require a student to perform community service during non-school hours on school grounds, or, with written permission of the student's parent/guardian, off school grounds. Such service may include, but is not limited to, community or school outdoor beautification, campus betterment, and teacher, peer, or youth assistance programs. (Education Code 48900.6)

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then a student may be required to perform community service for the resulting suspension. (Education Code 48900.6)

**Notice to Parents/Guardians and Students**

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians, in writing, about the availability of district rules related to discipline. (Education Code 35291, 48980)

The Superintendent or designee shall also provide written notice of the rules related to discipline to transfer students at the time of their enrollment in the district.

**~~2. Community Service~~**

~~Except when suspension or expulsion is required by law, the Superintendent, principal or principal's designee, at his/her discretion, may require a student to perform community service on school grounds during nonschool hours instead imposing other disciplinary action. Such service may include, but is not limited to, outdoor beautification, campus betterment, and teacher or peer assistance programs. (Education Code 48900.6)~~

**DISCIPLINE (Continued)**~~3.—Recess Restriction~~

~~Certificated staff may restrict a student's recess time under the following conditions when he/she believes that this action is the most effective way to bring about improved behavior:~~

- ~~a.—The student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate.~~
- ~~b.—The student shall remain under a certificated employee's supervision during the period of detention.~~
- ~~c.—Teachers shall inform the principal of any recess restrictions they impose.~~

~~4.—Detention After School~~

~~Students may be detained for up to one hour after the close of the maximum school day under the following conditions:~~

- ~~a.—A student who is transported by school bus shall be detained only until the time when the bus departs. (Code of Regulations, Title 5, Section 307, 353) Pupils to be detained, who would miss the bus, should be given at least one day's notice in order to arrange for other means of transportation.~~
- ~~b.—The student shall remain under the supervision of a certificated employee during the period of detention.~~

~~5.—Saturday School~~

~~Students may be offered the choice of service their detention on Saturday rather than after school. Students must obey all Saturday School Rules.~~

~~6.—Classroom Discipline~~

~~The classroom teacher under California law is given the authority to act in the place of the parent during the time the student is under the teacher's direction. To ensure suitable control, the teacher in this school district may use the following means of control:~~

**DISCIPLINE (Continued)**

- ~~a. Confer with student and explain the district's school behavior policy.~~
- ~~b. Take away privileges enjoyed by other students.~~
- ~~c. Lower a student's citizenship rating.~~
- ~~d. Assign special tasks, which must be completed at a specified time.~~
- ~~e. Contact the parents so that mutual action can be taken to correct the atypical behavior patterns of the student.~~
- ~~f. Give student detention for disciplinary or other reasons for not more than one hour after the close of the school day.~~
- ~~g. Suspend the student for any of the acts contained in Education Code Section 48900 from his/her class for the day of the suspension and the following day.~~
- ~~h. Refer student to school administration for correction.~~

~~7. Notice to Parents/Guardians and Students~~

~~The principal of each school shall ensure that students and parents/guardians are notified in writing of all Board policies, administrative regulations and individual school rules related to discipline at the beginning of each school year. Transfer students and their parents/guardians shall be so advised upon enrollment.~~

~~The notice shall state that these rules and regulations are available on request at the principal's office in all district schools.~~

**C. Forms & Additional References**

None

**D. Procedures**

None

**E. Records Required**

**DISCIPLINE (Continued)**

None- Discipline shall be recorded in students discipline files, showing all interventions put in place to document actions for success of students.

**F. Records Retention**

None

**G. Responsible Administrative Unit**

Educational Services

**H. Approved by the Administrator of the Unit**

Assistant Superintendent of Educational Services



# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** August 15, 2013  
**SUBJECT:** Adopt Board Policy 5144 Discipline (Second Reading)

**BACKGROUND:** The Tracy Unified School District Board Adopted Board Policy 5144 on June 9, 1998, pursuant to Education Codes 35291.5- 35291.7 School-adopted discipline rules.

**RATIONALE:** In amending Education Code 48900 through AB 1729 (Ch. 425, Statutes of 2012), the legislature declared that the public policy guiding the development of discipline policies for California schools should be for the creation of a safe, positive, supportive, and equitable school environment which enables students to learn rather than unnecessary exclusion of students from instruction and other school activities. As amended, Education Code 48900 authorizes the use of age-appropriate alternatives to suspension and expulsion of students. In addition, Education Code 48900.5, as amended by AB 1729, provides alternative methods of discipline that should be considered before suspension is imposed. Such alternative methods include conferences with the student and his/her parents/guardians, use of study teams, and participation in restorative justice programs. Education Code 48900.5 also authorizes a district to document in a student's records other means of correction that may have been used to address the student's behavior. Review and update existing Board Policy 5144 in accordance with the current existing California Education Codes, laws, and California School Advisory Board (GAMUT). This policy complies with District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

**FUNDING:** None

**RECOMMENDATION:** Adopt Board Policy 5144 Discipline (Second Reading)

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

## DISCIPLINE

~~The Governing Board desires to prepare youth for responsible citizenship by fostering self-discipline and personal responsibility.~~ **The Governing Board desires to provide a safe, supportive, and positive school environment conducive to student learning and to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, and parent involvement can minimize the need for discipline.**

**The Superintendent or designee shall approve, for each school, a complement of effective, age-appropriate strategies for correcting student behavior. Such strategies may include, but are not limited to, conferences with students and their parents/guardians; use of study, guidance, or other intervention-related teams; enrollment in a program teaching pro-social behavior or anger management; and participation in a restorative justice program. Staff shall use preventative measures and positive conflict resolution techniques whenever possible. Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as suspension and expulsion, shall be imposed only when required by law and when other means of correction have failed. (Education Code 48900.5)**

**Board policies and administrative regulations shall outline acceptable student conduct and provide the basis for sound disciplinary practices.**

**The administrative staff at each school may develop disciplinary rules to meet the school's particular needs. However, the rules shall be consistent with law, Board policy, and district regulations. The Board may review, at an open meeting, the approved school discipline rules for consistency with Board policy and state law. (Education Code 35291.5)**

**At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health and opportunity to learn.**

**Persistently disruptive students may be assigned to alternative programs or removed from school in accordance with law, Board policy, and administrative regulation.**

## DISCIPLINE

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

The Superintendent or designee shall provide professional development as necessary to assist staff in developing consistent classroom management skills, implementing effective disciplinary techniques, and establishing cooperative relationships with parents/guardians.

At the beginning of every school year, the Superintendent or designee shall report to the Board regarding disciplinary strategies used in each school in the immediately preceding school year and their effect on student learning in the school.

### Discipline

Discipline based on faith in the worth and dignity of each individual is a positive form of guidance, rather than a punishing device. Any form of discipline that impairs that student's self-respect should be avoided. The teacher's role is one of a strong leader, helping students grow toward self-discipline and self-direction. A dynamic school program that is adapted to the needs and interests of the students will help keep discipline problems to the minimum.

It is the intention of the governing board that teachers should administer discipline in a kind, firm and judicious manner.

Board policies and regulations shall delineate acceptable student conduct and provide the basis for sound disciplinary practices. Each school(s) shall develop disciplinary rules in accordance with law to meet the school's individual needs.

Staff shall enforce disciplinary rules fairly and consistently, without regard to race, creed, color or sex.

### Corporal Punishment

**Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student. (Education Code 49001)** The use of corporal punishment as a means of discipline is not permitted in Tracy Schools. Other disciplinary measures must be used to insure a satisfactory learning environment. Even when parents request the use of corporal punishment, the school personnel may not use any means of physical force.

**DISCIPLINE**

However, corporal punishment does not include any pain or discomfort suffered by a student as a result of his/her voluntary participation in an athletic or other recreational competition or activity. In addition, an employee's use of force that is reasonable and necessary to protect himself/herself, students, staff, or other persons, to prevent damage to property, or to obtain possession of weapons or other dangerous objects within the control of the student is not corporal punishment. (Education Code 49001)

Physical Control

Teachers, vice-principals, principals, or other certificated personnel shall not typically use physical control over students. The only time physical control may be used is to protect the safety of the student, other students and employees. In no event shall the physical control exceed the amount of physical control that is reasonably necessary to protect the individuals involved.

**DISCIPLINE (Continued)****Legal Reference:****EDUCATION CODE**

<b>32280-32288</b>	<b>School safety plans</b>
35146	Closed sessions
35291	Rules
35291.5- <b>35291.7</b>	School-adopted discipline rules
35291.7	School-adopted discipline rules: additional employees
37223	Weekend classes
44807.5	Restriction from recess
48630-48644.5	Opportunity schools
48900-48925	Suspension and expulsion
48980-48985	Notification of parents or guardians
49000-49001	Prohibition of corporal punishment
49330-49335	Injurious objects

**CIVIL CODE****1714.1 Parental liability for child's misconduct****CODE OF REGULATIONS, TITLE 5**

307	Participation in school activities until departure of bus
353	Detention after school

**Management Resources****CSBA PUBLICATIONS**

**Safe Schools: Strategies for Governing Boards to Ensure Student Success, October 2011**

**Maximizing Opportunities for Physical Activity during the School Day, Fact Sheet, 2009**

**CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES**

**Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000**

**STATE BOARD OF EDUCATION POLICIES**

**01-02 School Safety, Discipline, and Attendance, March 2001**

**WEB SITES**

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

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

**U.S. Department of Education: <http://www.ed.gov>**

**CDE PROGRAM ADVISORIES**

**1023.88** Corporal Punishment, CIL: 88/9-5

**1110.89** Physical Exercise as Corporal Punishment, CIL 89/9-3



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 15, 2013  
**SUBJECT:** Adopt Board Policy 5145.3 Non-Discrimination/Harassment (Second Reading)

**BACKGROUND:** The Tracy Unified School District Board adopted Board Policy 5145.3 on June 9, 1998 and revised January 24, 2006, pursuant to Education Codes 200-262.4 School-adopted discipline rules.

**RATIONALE:** The following mandated policy reflects various provisions of state and federal law which prohibit discrimination against students in educational programs and activities based on certain actual or perceived characteristics of an individual, including Education Code 220, which prohibits discrimination based on race, nationality, ethnicity, gender, sex, sexual orientation, religion, or any other characteristic contained in the definition of hate crimes in Penal Code 422.55; Title VI (42 USC 2000d-2000e-17), which prohibits discrimination based on race, color, or national origin; and Title IX (20 USC 1681-1688), which prohibits discrimination based on sex. Education Code 260 gives the Governing Board primary responsibility for ensuring that district programs and activities are free from discrimination based on age or any of these characteristics. Education Code 234.1, as amended by AB 9 (Ch. 728, Statutes of 2011), mandates that districts adopt policy prohibiting discrimination, harassment, intimidation, and bullying based on the foregoing characteristics, as well as gender identity and gender expression, at school or in any school activity related to school attendance or under the authority of the district. The California Department of Education (CDE), through its compliance monitoring program, reviews districts' uniform complaint procedures and other related policies and practices to ensure compliance with these requirements Review and update existing Board Policy 5145.3 in accordance with the current existing California Education Codes, laws, and California School Advisory Board (GAMUT). This policy complies with District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

**FUNDING:** None

**RECOMMENDATION:** Adopt Board Policy 5145.3 Non-Discrimination/Harassment (Second Reading)

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

**NONDISCRIMINATION/HARASSMENT**

~~The Governing Board shall ensure equal opportunities for all students in admission and access to the educational program, guidance and counseling programs, athletic programs, testing procedures, and other activities. Eligibility for choral and cheerleading groups shall be determined solely on the basis of objective competencies. School staff and volunteers shall carefully guard against segregation, bias and stereotyping in instruction, guidance and supervision.~~

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, harassment, intimidation, and bullying of any student based on the student's actual race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. . Members of the school community are expected to treat each other with dignity and mutual respect and to accept the rich diversity that makes up the community. Disrespect among members of the school community is unacceptable behavior which is disruptive to the learning environment and potentially damaging to self-esteem.

The California Education Code states that "all pupils have the right to participate fully in the educational process, free from discrimination and harassment." California Education Code Section 201(a), Section 220 of the Education Code provides that no person shall be subject to discrimination on the basis of gender in any program or activity conducted by an educational institution that receives or benefits from state financial assistance. The code further provides that public schools have an affirmative obligation to combat sexism and other forms of bias, and a responsibility to provide equal educational opportunity to all pupils. California Education Code Section 201(b).

The California Code of Regulations similarly provides that "No person shall be excluded from participation in or denied the benefits of any local agency's program or activity on the basis of sex or person's actual or perceived sexual orientation, gender identity/expression, ethnic group identification, race, color, ancestry, national origin, religion, or mental or physical disability in any program or activity conducted by an 'educational institution' or any other 'local agency'...that receives or benefits from any state financial assistance." 5 CCR Section 4900(a).

The California Code of Regulations defines "gender" as: "a person's actual sex or perceived sex and includes a person's perceived identity, appearance or behavior,

whether or not that identity, appearance, or behavior is different from that traditionally associated with a person's sex at birth." 5 CCR Section 4910(k).

**Prohibited discrimination, harassment, intimidation, or bullying includes physical, verbal, nonverbal, or written conduct based on one of the categories listed above that is so severe or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.**

District programs and activities shall be free from discrimination, including harassment, with respect to a student's actual or perceived sex, gender, ethnic group identification, ancestry, race, national origin, religion, color, physical or mental disability, age or sexual orientation.

Policies and procedures related to harassment must also be consistent with First Amendment rights to free speech. Education Code 48950 provides that no district with one or more high schools shall make or enforce any rule subjecting a high school student to disciplinary sanctions solely on the basis of speech of other communication that would be constitutionally protected if engaged in outside of campus. Education Code 48950 specifically states that it does not prohibit discipline for harassment, threats or intimidation unless constitutionally protected. As a general rule, harassment, threats and intimidation directed at an individual or group are constitutionally protected, and whether such speech might be entitled to constitutional protection would be determined on a case-by-case basis, with consideration for the specific words used and the circumstances involved.

The Board prohibits intimidation or harassment of any student by any employee, student or other person in the district. Staff shall be alert and immediately responsive to student conduct, which may interfere with another student's ability to participate in or benefit from school services, activities or privileges.

No teacher may enforce a rule in class which is in conflict with a student's rights or, with any other rules set by the school administration.

**The Board also prohibits any form of retaliation against any student who files a complaint or report regarding an incident of discrimination, harassment, intimidation, or bullying.**

**The Superintendent or designee shall provide age-appropriate training and information to students, parents/guardians, and employees regarding discrimination, harassment, intimidation, and bullying, including, but not limited to,**

the district's nondiscrimination policy, what constitutes prohibited behavior, how to report incidents, and to whom such reports should be made.

In providing instruction, guidance, supervision, or other services to district students, employees and volunteers shall carefully guard against segregating or stereotyping students.

### Sports and Gym Class

Transgender students shall not be denied the opportunity to participate in physical education, nor shall they be forced to have physical education outside of the assigned class time. Generally, students should be permitted to participate in gender-segregated recreational gym class activities and sports in accordance with the student's gender identity that is exclusively and consistently asserted at school. Participation in competitive athletic activities and contact sports will be resolved on a case-by-case basis.

The schools may provide girls and boys with separate shower rooms and sex education classes when appropriate in order to protect student modesty. In physical education, when objective standards have an adverse effect on students because of their gender, race, ethnic group or disability, other standards shall be used to measure achievement and create comparable educational opportunities.

### Dress Codes

School sites can enforce dress codes that are adopted pursuant to Education Code 35291. Students shall have the right to dress in accordance with their gender identity that is exclusively and consistently asserted at school, within the constraints of the dress codes adopted at their school site. This regulation does not limit a student's right to dress in accordance with the District and/or site Dress/Appearance standards.

### Gender Segregation in Other Areas

As a general rule, in circumstances where students are separated by gender for school activities (i.e., class discussions, field trips), students shall be permitted to participate in accordance with their gender identity exclusively and consistently asserted at school. Activities that may involve the need for accommodations to address student privacy concerns will be addressed on a case-by-case basis. In such circumstances, staff shall make a reasonable effort to provide an available accommodation that can address any such concerns.

The principal or designee shall develop a plan to provide students with appropriate accommodations when necessary for their protection from threatened or potentially harassing or discriminatory behavior.

### Grievance Procedures

The Board hereby designates the following position(s) as Coordinator(s) for Nondiscrimination to handle complaints regarding discrimination and inquires regarding the district's nondiscrimination policies:

School Principals  
Director of Student Services and Curriculum  
Director of Special Projects and Curriculum  
Director of Special Education and Curriculum  
Assistant Superintendent of Educational Services  
1875 W. Lowell Avenue  
Tracy, CA 95376  
Phone: 832-3200

Students who engage in discrimination, harassment, intimidation, bullying, or retaliation in violation of law, Board policy, or administrative regulation shall be subject to appropriate discipline, up to and including counseling, suspension, and/or expulsion. Any employee who permits or engages in prohibited discrimination, harassment, intimidation, bullying, or retaliation shall be subject to disciplinary action, up to and including dismissal.

Any student who feels that he/she has been subjected to discrimination, harassment, intimidation, or bullying should immediately contact the Coordinator, the principal, or any other staff member. In addition, any student who observes any such incident should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Any school employee who observes an incident of discrimination, harassment, intimidation, or bullying or to whom such an incident is reported shall report the incident to the Coordinator or principal, whether or not the victim files a complaint.

In addition, the employee shall immediately intervene when safe to do so. (Education Code 234.1)

Upon receiving a complaint of discrimination, harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures.

Where the Coordinator finds that harassment has occurred, he/she shall take prompt, appropriate action to end the harassment and address its effects on the victim.

The Coordinator shall also advise the victim of any other remedies that may be available. The Coordinator shall file a report with the Superintendent or designee and refer the matter to law enforcement where required.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's nondiscrimination policy, procedures for filing a complaint regarding discrimination, harassment, intimidation, or bullying, and the resources that are available to students who feel that they have been the victim of any such behavior. The district's policy shall also be posted on the district web site or any other location that is easily accessible to students.

When required pursuant to Education Code 48985, complaint forms shall be translated into the student's primary language.

#### Retaliation

It is a violation of District policy to retaliate against any person who reports incident(s) of alleged harassment or testifies, assists or participates in an investigation, proceeding or hearing relating to such alleged harassment. An alleged harasser may be found to have violated this anti-retaliation provision even if the underlying complaint of harassment is subsequently not found to be in violation of this policy.

Retaliation includes, but is not limited to, an adverse action, intimidation, threats, reprisal or harassment, against a complainant or someone acting on the complainant's behalf, who complained about or otherwise protested about harassment. Retaliation may be readdressed through application of the same reporting, investigation and enforcement procedures as for harassment.

Retaliation against the complainant, the alleged harasser, and/or any witnesses, by breach of confidentiality or otherwise, is strictly prohibited, will not be tolerated, and will be dealt with by appropriate disciplinary consequences including expulsion and/or referral to legal authority.

Any person who knowingly makes a false report may be subject to the same action that the district may take against any other individual who violates this policy. The term "false report" refers only to those made in bad faith and does not include a complaint that could not be corroborated or which did not rise to the level of unlawful harassment.

~~Students who harass other students shall be subject to appropriate counseling and discipline, up to and including expulsion. An employee who permits or engages in harassment may be subject to disciplinary action, up to and including dismissal.~~

~~Any student who feels that he/she is being harassed should immediately contact the principal or designee. If a situation involving harassment is not promptly remedied by the principal or designee, a complaint can be filed in accordance with administrative regulations. The Superintendent or designee shall determine which complaint procedure is appropriate.~~

~~Copies of a statement of rights and responsibilities, as well as any other rules and regulations to which students are subject, are available to all students.~~

~~Any student who feels that he/she is being harassed should immediately contact the Coordinator for Nondiscrimination, the principal or any other staff member. Any student who observes an incident of harassment should report the harassment to a school employee, whether or not the victim files a complaint.~~

### Definitions

- a) **School Community:** Includes, but is not limited to, all teachers, support staff, administrators, students, coaches, volunteers, school board members and agents of the school site or district.
- b) **Unlawful Harassment:** Includes verbal, visual or physical conduct based on a student's sex, actual or perceived sexual orientation, gender identity/expression identification, ethnic group, race, national origin, age, marital status, religion, color, mental or physical disability, or physical size or characteristics which has the purpose or effect of substantially interfering with a student's academic performance or otherwise creating an intimidating, hostile or offensive educational environment. Harassment can include any verbal, visual or physical conduct that offends, denigrates or belittles any individual because of any of the actual or perceived characteristics described herein:
- c) **Racial/Color Harassment:** Includes any of the above unlawful acts on account of a person(s)' actual or perceived skin color, race or ethnic characteristics.
- d) **Religious/Creed Harassment:** Includes any of the above unlawful acts on account of a person(s)' actual or perceived religious practices, beliefs, clothing or other religious expression.
- e) **National Origin Harassment:** Includes any of the above unlawful acts on account of a person(s)' actual or perceived national origin, body features, clothing or other expression or display reflecting national origin.
- f) **Marital Status Harassment:** Includes any of the above unlawful acts on a person's actual or perceived marital status including a women's pregnancy or parenthood of family members.

- g) **Age Harassment:** Includes any of the above unlawful acts on account of a person(s)' actual or perceived chronological age, including appearance or abilities.
- h) **Disability Harassment:** Includes any of the above unlawful acts on account of a person(s)' actual or perceived disability, mental or physical, including mode of ambulating, intelligence, or abilities.
- i) **Size Harassment:** Includes any of the above unlawful acts on account of a person(s)' actual or perceived physical size, including height, weight, abilities, or perceived physical characteristics.
- j) **Sexual Orientation Harassment:** Includes any of the above unlawful acts on account of a person(s)' actual or perceived sexual orientation, including mannerisms or family composition including gay, lesbian, bisexual, transgender and questioning youth.
- k) **Gender Identity/Expression:** Includes any of the above unlawful acts based on an individual's gender identity/expression, which includes mannerisms and/or atypical gender roles. In addition to all of the above actual or perceived characteristics, transgender and gender non-conforming students must be protected from discrimination and harassment in the public school system.
- l) **Harassment of a General Nature:** Includes any comments or actions towards others that, lead to embarrassment, a feeling of inferiority or personal discomfort.

**Staff must respond appropriately to ensure that schools are free from any such discrimination or harassment.**

Employees who become aware of an act of harassment shall immediately report the incident to the principal and/or Coordinator for Nondiscrimination. Upon receiving a complaint of discrimination or harassment, the Coordinator shall immediately investigate the complaint in accordance with site-level grievance procedures.

Legal Reference:

**EDUCATION CODE**

200-262.4	Prohibition of discrimination on the basis of sex, especially:
221.5	Prohibited sex discrimination
221.7	School-sponsored athletic programs; prohibited sex discrimination
48900.3	Suspension or expulsion for act of hate violence
48900.4	Suspension or expulsion for threats or harassment
48904	Liability of parent/guardian for willful student misconduct

48907 Student exercise of free expression

48950 Freedom of speech

49020-49023 Athletic programs

51006-51007 Equitable access to technological education programs

51500 Prohibited instruction or activity

51501 Prohibited means of instruction

60044 Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

CODE OF REGULATIONS, TITLE 5

4621 District policies and procedures

4622 Notice requirements

PENAL CODE

**186.21 Street terrorism; legislative findings and declarations**

422.55 -422.86 Interference with constitutional right or privilege

**628-628.1 School Crime Reporting**

**11410-11414 Terrorism**

**13023 Reports by law enforcement of crimes motivated by race, ethnicity, religion, sexual orientation or physical or mental disability**

**13519.6 Hate crimes, training courses and guidelines**

UNITED STATES CODE, TITLE 18

245 Federally protected activities

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI & VII Civil Rights Act of 1964 as amended

2000h-2-2000h-6 Title IX, 1972 Education Act Amendments

CODE OF FEDERAL REGULATIONS, TITLE 34

- 100.3 Prohibition of discrimination on basis of race, color or national origin
- 104.7 Designation of responsible employee for Section 504
- 106.8 Designation of responsible employee for Title IX
- 106.9 Notification of nondiscrimination on basis of sex

#### COURT DECISIONS

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

Management Resources:

#### OFFICE OF CIVIL RIGHTS PUBLICATIONS

Notice of Non-Discrimination, January, 1999

Racial Incidents and Harassment Against Students at Educational Institutions;  
Investigative Guidance, 59 FR 47, March, 1994

#### WEB SITES

U.S. Department of Education, Office of Civil Rights: <http://www.ed.gov/offices/OCR>

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

TUSD revised: 1/30/06

TUSD Adopted: 6/9/98



# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** August 15, 2013  
**SUBJECT:** **Acknowledge Revised Administrative Regulation 6145.6, International Exchange (Second Reading)**

**BACKGROUND:** The Governing Board recognizes that personal contact between students of different countries and cultures promotes global awareness and international understanding. To that end, the Board welcomes the enrollment of international exchange students and further encourages district students to take any opportunities that they may have to participate in such programs and study in another country.

With Board approval, a district school may establish a sister-school relationship with a school in another country

**RATIONALE:** Update Administrative Regulation 6145.6 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 6145.6, International Exchange (Second Reading)

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

**INTERNATIONAL EXCHANGE (Continued)****A. Purpose and Scope**Admission

In order to approve the admission of a foreign international exchange student, the Superintendent or designee must receive a written request for enrollment by May 20 of the preceding school year unless special circumstances exist.

**Tracy Unified School District Board shall set the amount of international exchange students that shall be accepted for the upcoming school year with recommendations from Superintendent or designee.**

All foreign international exchange students must meet state and district immunization requirements.

**B. General**

## 1. Athletics

~~Foreign exchange students shall be eligible for participation in interscholastic sports if their sponsoring program is listed in the California Interscholastic Federation (CIF) bylaws. Participation by other foreign students must be approved by the CIF section.~~  
**International exchange students shall be eligible for participation in interscholastic sports in accordance with state bylaws of the California Interscholastic Federation as well as applicable section bylaws. (CIF bylaws, Article 2, Section 212)**

## 2. Transfer of Credits

Students who seek graduation credits for academic work completed in a foreign country must provide the Superintendent or designee with official transcripts, translated into English, which indicate:

- a. Classes successfully completed
- b. The amount of time each class met and the total number of class periods held during the grading period, and
- c. A descriptive or numerical evaluation of the student's academic performance.

**INTERNATIONAL EXCHANGE (Continued)**

At his/her discretion, the Superintendent or designee may assign pass or fail grades whenever the above transcript provides descriptive evaluations rather than letter or numerical grades.

**3. Diploma**

**International exchange students may be considered for a diploma if they have satisfactorily completed the district's graduation requirements.**

Each international exchange student wishing to be granted a Tracy Joint Union High School diploma must meet the same standards for graduation as all other Tracy Joint Union High School graduates.

At the discretion of the principal or designee, foreign international exchange students who do not meet requirements for a regular or an honorary diploma may, at the end of their visit, be given a letter certifying the time period for which they were enrolled.

Honorary Diploma

**International exchange students who are not eligible for a regular diploma may receive an honorary diploma, provided they have completed at least one semester of full-time enrollment and achieved at least a 2.0 grade point average.**

~~Those students who do not satisfy the graduation requirements may be awarded an honorary diploma. Honorary diplomas will be clearly distinguishable from regular diplomas.~~

**4. Other**Discipline

The exchange student shall have the same rights and responsibilities as all other students at Tracy Joint Union High School. Therefore, exchange students will abide by all district policies.

Attendance

The exchange student is required to follow the compulsory attendance laws of the state and district. The district policy numbers 5112 and 5113 shall be followed. Grades may be

**INTERNATIONAL EXCHANGE (Continued)**

affected by poor attendance or excessive tardies as dictated by law and district policy as applied to all students.

Academic Standards

The exchange student must be enrolled in a minimum of five classes (25 credits) but no more than seven classes (35 credits) a semester. The exchange student is expected to meet the same standards as all other students in a class. Grades for exchange students are to be given on the same basis as grades for all other students.

Drivers Training and Education

~~The exchange student may elect to take Driver's Education but is not required to do so.~~

Activities

The exchange student will be permitted to participate in dances other school sponsored activities, the graduation ceremony, and all related senior activities unless such privileges are withdrawn for disciplinary purposes. The exchange student will have the same appeal rights as afforded all students.

Transcripts

The counselor and the high school administration shall determine the student's status and courses on the transcript which satisfy requirements toward graduation. The student's academic status will be provided in writing to the student and host parents. If a student should disagree with the decision of the counselor and the high school administration, he/she may appeal to the Director of Student Services (Superintendent's designee). (Translation of transcripts is a mutual concern of the school, the student, and the sponsoring program.)

Immunizations

Exchange student must meet all California immunization requirements. A waiver may be allowed if some immunizations are missing, and the taking of these would be against the student's beliefs, and/or contraindicated medically.

Meeting of School Officials, Exchange Student, & Host Parents

## INTERNATIONAL EXCHANGE (Continued)

In order to help ensure mutual understanding of and compliance with these requirements a meeting shall be called by school officials in which the exchange student, the host parents, and school officials shall be in attendance. It is anticipated that this meeting shall be in the evening and ~~help~~ **held** no later than the second week of school.

**C. Forms Used and Additional References**

None

**D. Procedures****Admissions**

Before a student may be registered in Tracy's High Schools, he/she must have approval by the Director of Student Services. This will ensure that the student is with a recognized exchange, is living with a family within the school district, and is capable of having a successful year of high school study. There must also be a school transcript for the student prior to enrollment. It is to the benefit of both school personnel and the student to have this enrollment accomplished as early as possible. As soon as a student knows who his/her host family will be and a school transcript is available, school officials shall arrange to register the student for classes at Tracy's High Schools; **school selection shall be by space availability**. The student's natural parents shall be encouraged to write a letter explaining their expectations for their son or daughter's stay at Tracy's High Schools.

**E. Reports Required**

None

**F. Record Retention**

None

**G. Responsible Administrative Unit**

Educational Services  
School Principal  
Student Services

**INTERNATIONAL EXCHANGE (Continued)**

**H. Approved by the Administrator of the Division**

Assistant Superintendent of Educational Services





# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 15, 2013  
**SUBJECT:** **Adopt Revised Board Policy 6145.6, International Exchange (Second Reading)**

**BACKGROUND:** The Governing Board recognizes that personal contact between students of different countries and cultures promotes global awareness and international understanding. To that end, the Board welcomes the enrollment of international exchange students and further encourages district students to take any opportunities that they may have to participate in such programs and study in another country.

**RATIONALE:** Revise Board Policy 6145.6 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:** Adopt Revised Board Policy 6145.6, International Exchange (Second Reading)

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

**INTERNATIONAL EXCHANGE (Continued)**

The Governing Board recognizes that personal contact between students of different countries promotes global awareness and international understanding. **To that end, the Board welcomes the enrollment of international exchange students and further encourages district students to take any opportunities that they may have to participate in such programs and study in another country.** Letters, computer links, visits and student exchange programs all can benefit students and the community at large.

**With Board approval, a district school may establish a sister-school relationship with a school in another country.**

**International Exchange Students**

As no country can isolate itself from the rest of the world, it is important that communications and understanding be fostered through knowledge and appreciation of each other's language and customs. Those students from another country who live and study in Tracy benefit from the opportunity to gain firsthand knowledge of another culture. The community of Tracy and district, in turn, benefit from the opportunity to learn about other cultures through interaction with exchange students.

The Tracy ~~Unified School District Joint Union High School~~ Board of Trustees also supports the exchange programs by accommodating, when appropriate, the travel of students to study in other countries. The students who travel elsewhere shall meet with school administration and counselors prior to departure to sign an agreement to ascertain what the student is expected to do to ~~insure~~ **ensure** the student's success after return to Tracy's schools.

**District staff shall provide relevant counseling to district students who wish to study in a foreign country. District credit for courses successfully completed in the foreign country shall be granted in accordance with Board policy and administrative regulation.**

Ultimately all students, including exchange students, are held to the same standards of academics, conduct, and attendance. For incoming exchange students their educational needs shall take precedence over the granting of a regular High School diploma. Each incoming exchange student will receive either a regular diploma or an honorary diploma at the completion of one year of study in 12th grade in Tracy's High Schools.

~~With Board approval, a district school may establish a sister-school relationship with a school in another country.~~

## INTERNATIONAL EXCHANGE (Continued)

International Student Exchange Programs

To enroll in a district school, an international exchange student must be participating in an exchange program registered with the California Attorney General's Office, designated by the U.S. Department of State and accepted for listing on the Council for Standards for International Educational Travel's Advisory List.

The Board welcomes the enrollment of foreign ~~foreign~~ **international** exchange students participating in programs that meet criteria established by the United States Information Agency for teenager exchange visitor programs. The Board further encourages district students to take any opportunities they may have to participate in such programs and study in another country.

To ensure that district facilities will not be overcrowded, the Superintendent or designee may limit the number of **international** exchange students to be accepted at any district high school during any school year.

The district shall incur no financial obligations when sending or receiving foreign exchange students. Program sponsors shall provide assurance of their responsibility for health, accident and liability insurance, the student's home placement, and the resolution of any related personal difficulties which may arise.

The Superintendent or designee shall establish district criteria for issuing regular or honorary diplomas to international exchange students. The principal or designee shall refer to these criteria when assisting international exchange students in selecting classes and co-curricular activities based on the student's individual qualifications, needs and interests.

Legal Reference:EDUCATION CODE

35160	Authority of governing boards
35160.1	Broad authority of school districts
51225.5	Honorary diplomas; foreign exchange students

GOVERNMENT CODE

12620-12630 International Student Exchange Visitor Placement  
Organizations

CODE OF FEDERAL REGULATIONS, TITLE 22

**INTERNATIONAL EXCHANGE (Continued)**

**62.25 Secondary school students, exchange visitor program**

**Management Resources:**

**California Attorney General's Office:** <http://www.caag.state.ca.us>

**California Interscholastic Federation:** <http://www.cifstate.org>

California Interscholastic Federation Bylaws: Article 2, Section 212

Council on Standards for International Educational Travel: <http://www.csiet.org>

**U.S. Department of State, Bureau of Educational and Cultural Affairs:**

<http://exchanges.state.gov>

**U.S. Immigration and Customs Enforcement:** <http://www.ice.gov>

