

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, OCTOBER 12, 2010

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

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

A G E N D A

1. Call to Order

2. Roll Call – Establish Quorum

Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, B. Swenson, J. Vaughn.
Staff: J. Franco, C. Goodall, S. Harrison and B. Etcheverry.

3. Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.

3.1 Educational Services:

3.1.1 Findings of Facts: FF#10-11/10, 14, 15, 17, 19, 20, 21, 22, 23

3.1.2 Application for Reinstatement AR#10-11/ 3

Action: Motion__ ; Second__ . Vote: Yes __ ; No __ ; Absent __ ; Abstain __ .

3.1.3 PE Exemption - WHS #10204092, #10319613

Action: Motion__ ; Second__ . Vote: Yes __ ; No __ ; Absent __ ; Abstain __ .

3.2 Human Resources:

3.2.1 Public Employee Evaluation

Title: Superintendent

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

Action: Motion__ ; Second__ . Vote: Yes __ ; No __ ; Absent __ ; Abstain __ .

3.2.3 Conference with Labor Negotiator

Agency Negotiator: Sheila Harrison

Assistant Superintendent of Educational Services & Human Resources

Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action on Findings of Facts: FF#10-11/10, 14, 15, 17, 19, 20, 21, 22, 23

Action: Motion___; Second___ **Vote:** Yes ___; No ___; Absent ___; Abstain ___.

6b Report Out of Action Taken on Application for Reinstatement AR#10-11/3

Action: Vote: Yes ___; No ___; Absent ___; Abstain ___

6c Report Out on PE Exemption - WHS #10204092, #10319613

Action: Vote: Yes ___; No ___; Absent ___; Abstain ___

7. Approve Regular Minutes of September 28, 2010.

Action: Motion___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___.

1-5

8. Student Representative Reports: Kimball High Video Presentation

9. Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement:

9.1 Duncan Russell School Site Update on Achievements & Activities

9.2 Hirsch Elementary School Site Update on Achievements & Activities

10. Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item will be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a speaker's card at the secretary's desk).

This is a period in which members of the public may address the Board on any subject within the Board's jurisdiction that is not on the agenda. The Brown Act does not allow the Board to take action or discuss items which are not on the agenda. This is because other members of the public have not been notified through the agenda that the subject of the statement would be discussed at this Board meeting.

The Board may ask for the item to be placed on a future agenda, direct the speaker to a person who can help, or provide the speaker with the correct procedure to follow to address his/her problem. All speakers have a constitutional right to free speech. As a protective measure, we would like to remind you that if you say something which might give another person the right to pursue legal recourse against you. There is a record of this meeting. This does not mean you cannot criticize employees of the District. However, we would suggest that you do it without using names. We would also suggest that you use the personnel complaint procedures. The board can only hear and address complaints which have been processed in line with the policy. We have copies of the policy here, and staff will assist you.

11. Information & Discussion Items: An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.

11.1 Administrative & Business Services: None.

11.2 Educational Services:

11.2.1 Receive Report on Charter School Petition Review Process

6

12. PUBLIC HEARING: None.

- 13. Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items. **Pg. No.**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___
- 13.1 Administrative & Business Services:**
- 13.1.1** Accept the Generous Donations from the Various Individuals, Businesses and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District **7-8**
- 13.1.2** Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **9-10**
- 13.2 Educational Services:**
- 13.2.1** Approve Agreement for Special Contract Services with Resource Area for Teacher (RAFT) to Provide a Science Teaching Workshop for Seventh and Eighth Grade Science Teachers **11-14**
- 13.2.2** Approve Agreement for Special Contract Services and Memorandum of Understanding (MOU) with San Joaquin County Office of Education (SJCOE) Math Department to have Debbie Williams Provide Mathematics Teacher Coaching **15-19**
- 13.3 Human Resources:**
- 13.3.1** Approve Classified, Certificated and/or Management Employment **20-23**
- 13.3.2** Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment **24**
- 13.3.3** Approve Student Teaching Agreement with University of the Pacific **25-28**
- 13.3.4** Approve the Attached Declaration for a Provisional Inter Permit for Carlena Henderson **29-30**
- 13.3.5** Ratify Agreement for Special Contract Services for Assistant Varsity Football Coach Jake Boyd for the 2010-2011 Football Season **31-33**
- 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. 10-08 to Excuse Meeting Absence of Board Member **34-25**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.1.2** Adopt Resolution No. 10-09 Authorizing the Completion and Submission of an Application for the Qualified School Construction Bond Allocation Authorized Under the American Recovery and Reinvestment Act of 2009, Making Certain Certification with Respect Thereto and Approving Certain Related Actions **36-43**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.1.3** Adopt Resolution No. 10-10, Recertifying the Appropriation "Gann" Limits for the 2010/11 School Year for Tracy Joint Unified School District **44-48**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

- 14.1.4** Adopt Revised Administrative Regulation 1330.1 Facility Use (Second Reading – Intent to Adopt)

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

14.2 Educational Services:

- 14.2.1** Acknowledge Administrative Regulation 5116.1 Intradistrict Open Enrollment (First Reading)

71-82

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

- 14.2.2** Acknowledge Administrative Regulation 5117, Interdistrict Attendance Agreement (First Reading)

83-88

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

- 15. Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.

- 16. Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.

17. Board Meeting Calendar:

- 17.1** October 26, 2010
17.2 November 9, 2010
17.3 December 14, 2010
17.4 January 11, 2011
17.5 January 25, 2011

18. Upcoming Events:

- | | | |
|-------------|-----------------------------|-------------------------------|
| 18.1 | November 11-12, 2010 | No School, Veterans' Day |
| 18.2 | October 25, 2010 | No School, Parent Conferences |
| 18.3 | November 22-26, 2010 | No School, Thanksgiving Week |
| 18.4 | December 20-31, 2010 | No School, Winter Break |
| 18.5 | January 17, 2011 | No School, MLK Day |

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, September 28, 2010**

- 5:30 PM:** President Swenson called the meeting to order and adjourned to closed session.
- Roll Call:** Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, B. Swenson, J. Vaughn
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry
- 7:06 PM:** President Swenson called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:**
- 6a** Action on Findings of Facts: FF#10-11/1, 2, 5, 7, 8, 9, 11, 12, 13
Action: Lewis, Vaughn. **Vote:** Yes-7; No-0.
 - 6b** Report Out of Action Taken on Application for Reinstatement AR#10-11/1, 2
Action: **Vote:** Yes-7; No-0.
 - 6c** Report Out of Action Taken on Consider Application for Enrollment #10-11/1, 2
Action: **Vote:** Yes-7; No-0.
 - 6d** Report Out on PE Exemption - FRE #10216008
Action: **Vote:** Yes-7; No-0.
- Employees Present:** C. Minter, J. Cardoza, B. Montgomery, P. Hall, A. Lowery, T. Christensen, N. Kettner, R. Call, B. Carter, W. Huffman, C. Anderson-Woo, B. Willner, J. Heerema
- Press:** A. Matthews (Tracy Press)
- Visitors Present:** R. Guzman, B. Gard, A. Shah
- Minutes:** **Approve Regular Minutes of September 24, 2010.**
Action: Guzman, Crandall. **Vote:** Yes-4; No-0; Abstain-3 (Gouveia, Lewis, Vaughn)
- Student Rep Reports:**
- West High: Brooke Gard reported that they started the year with registration and had freshman tours which was fun. The Homecoming Theme will be games. The night rally was changed to the 19th instead of the 20th. Powder puff football will be Monday, October 18th. The classes are getting everything together. Rush week went well. The Back to School rally was a big success. Back to School Night was great and leadership students helped with tours and babysitting for younger children. Fall sports are doing well. Seniors are getting ready to apply for college and are preparing for their SATs.
- Kimball High: Aloukika Shah commented on Kimball's API score of 796. The pathways are doing well and one student was selected to be part of the San Joaquin County Medical Program where they will be exposed to real life experiences. The students are thankful to the Kiwanis for bringing more mentors from the City of Tracy. The Jaguar Jubilee had a great turnout. New this year is Mock Trial and Speech & Debate. Athletics have gone well and cross country did

well last week. The girls placed 4th out of 10 and the boys' varsity placed 13 out of 19. Technology is becoming a big factor at Kimball High. The video to be presented tonight did not work correctly. She will bring it back at a later meeting.

Tracy High: Renata Guzman is here in place of Taylor Bobbitt who is at rally practice tonight. Tracy High had a quick first month. There have been many activities. Their motto is "Piecing it All Together". The construction is coming to an end. The first rally and dance were held during the first week in September. They have had a great 2 weeks of football and defeated Kimball. They are also happy to take home the crosstown trophy against West High. The Homecoming Theme is Disneyland. Tonight is rally practice and tomorrow is the night rally. Thursday is the Freshman game and the powder puff game will be played right after that. On Friday, they will have the parade and will play Franklin High School from Elk Grove. The Seniors will start applying for college in October. Students can sign up to be counselors at science camp.

Stein High: Jason Nasiri; Was unable to attend tonight, but will be here next time.

Recognition & Presentations:

9.1 Williams Middle School Site Update on Achievements & Activities

Principal, Barbara Montgomery, presented a power point. They are establishing a college atmosphere and will have a career fair in the spring. They currently have about 20 AVID teachers with over half of the staff using AVID strategies. They are working with Linda Dopp to get Brain X computer program going. There are currently four 6th graders in 8th grade algebra. Officer Baker will come back to talk about drugs and middle school students. In October, Empowering Parents will come to talk to students. The November parent meeting will focus on helping middle school students be prepared for high school and college. There are a lot of clubs such as chess, woodworking, academics, and intramural basketball in the fall. Next year they are working on offering Spanish to 6th grade GATE students. She then reviewed the website which showed the event calendar, student bulletin and teacher information.

9.2 IGCG/ABL Site Update on Achievements & Activities

Principal Amy Lowery, reviewed the main page of the IGCG website. She showed the quick facts, athletics and event calendar. Today the Kiwanis were in working on the mentoring program. The website also shows a staff list and their emails; a pathway page which showed courses to take and useful links for students. There is a page that shows graduation requirements and the classes available to meet them. There were photos on the website of ABL in action, the field trip to Alcatraz and various pictures of activities in the forensics lab. She also showed the homework assignments and teacher pages.

Hearing of Delegations

Teacher, Wes Huffman. Spoke about Science Olympiad. He commented that he understands that there is not a teacher at West High to sponsor this team. He hopes we can encourage someone to participate.

Information & Discussion Items:

11.1 Administrative & Business Services: None.

11.2 Educational Services:

11.2.1 Receive Report on Improving Math Test Scores

Teacher, Wes Huffman, reported on math tests and showed testing results of math students. He believes that some of his colleagues only get through half of the book, yet students are moved on to the next year. If they don't have the skills they need to do the current year work, he needs to teach it to them. He would like the Board to consider that regardless of the grade you are in, students take the math that they should know. He believes that as we start students earlier, it is harder for them mentally to be ready in 8th grade to do Algebra. He believes that younger children may not have brain capacity for that. Consider putting the children in the place of where they know and then move forward.

President Swenson commented that this will be referred to the math cadre.

Trustee Crandall left the meeting at 7:49 p.m.

Trustee Crandall returned to the meet at 7:54 p.m.

Public Hearing:

12.1 Administrative & Business Services:

12.1.1 Conduct a Public Hearing on Item 14.2.1 to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District

Opened public hearing at 8:13 p.m.

No comments were made.

Closed public hearing at 8:14 p.m.

Consent Items:

Action: Approve Consents 13.1.1 through 13.3.2 except pulling 13.1.3 which is pulled and will be voted on separately. Lewis, Crandall. **Vote:** Yes:7; No-0.

Action: Approve items a and b of 13.1.3 ; Lewis, Gouveia. **Vote:** Yes -7; No-0.

Action: Approve item c of 13.1.3, as amended to direct the superintendent or his designee to not file and record the Notice of Completion until the final work for the Kimball project has been completed and accepted. Lewis, Gouveia. **Vote:** Yes-7; No-0.

13.1 Administrative & Business Services:

13.1.1 Accept the Generous Donations from the Various Individuals, Businesses and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy

Unified School District

- 13.1.2 Approve Assembly Vendors and Site Assembly Utilization Calendars
- 13.1.3 Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.4 Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.5 Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

13.2 Educational Services:

- 13.2.1 Ratify Master Contract with Land Park Academy
- 13.2.2 Approve Agreement for Special Contract Services with Dr. Willis of Empowering Parents to Provide Training for Parents, Students and Staff at Williams Middle School and West High School for the 2010-2011 School Year
- 13.2.3 Ratify Master Contract and Individual Services Agreement with Stockton Education Center, NPS
- 13.2.4 Approve Agreement for Special Contract Services with Ruth Miller Consultant with Performio Solutions Inc., to Provide Coaching in Continuous Improvement Principles for the District Continuous Improvement Team, Management Team as well as to Principals and District Support Team Members

13.3 Human Resources:

- 13.3.1 Approve Classified, Certificated and/or Management Employment
- 13.3.2 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment

Action Items:

14.1 Administrative & Business Services:

- 14.1.1 Approve and Appoint Screening Committee for West High Gym

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

The committee will consist of Principal, Jeff Frase; Secretary, Audrey Harrison; Athletic Director: Matt Loggins; Activities Director: Shannon Troutman; Parent: Mark Steed; Former Parent: Mel Lagasca; Former Coach: Steve Lopez; Parent: Dan Brown; ASB President: Jessmyn Solana; Facilitator/Associate Superintendent: Casey Goodall.

- 14.1.2 Approve Payment of CSBA Dues

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

- 14.1.3 Approve Combination of Part-Time Vacancies with New Bus Driving Requirements and Authorize Hiring Six Employees

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

- 14.1.4 Adopt Revised Administrative Regulation 1330.1 Facility Use (1st Reading, Intent to Adopt)

Action: Approved, but will have 2nd reading.
Lewis, Crandall. **Vote:** Yes-7; No-0.

- 14.1.5 Consider Claim No. 2-1011 TUSD

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

- 14.1.6 Authorize Associate Superintendent for Business Services to Enter into Agreement to Donate Obsolete and Surplus Phone Equipment to

- Sacramento City Schools
- 14.2** Guzman, Gouveia. **Vote:** Yes-7; No-0.
- 14.1.7** Adopt Resolution No. 10-07 Approving a Development and Lease Agreement, a Site Lease and a Guarantee Maximum Price Relating to the Construction of a New Performing Arts Building at West High School; and Issue the Notice to proceed (Separate Cover Item)
- Action:** Vaughn, Guzman. **Vote:** Yes-7; No-0.
- 14.2 Educational Services:**
- 14.2.1** Adopt Resolution #10-06: A Declaration that There are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District
- This item was moved up on the agenda.
- Action:** Lewis, Guzman. **Vote:** Yes-7; No-0.
- 14.2.2** Acknowledge Administrative Regulation 5129, Bullying/Harassment (2nd Reading, Intent to Adopt)
- Action:** Vaughn, Crandall. **Vote:** Yes-7; No-0.
- 14.3 Human Resources:**
- 14.3.1** Approve New Job Description for Utility III
- Action:** Guzman, Lewis. **Vote:** Yes-7; No-0.

Board Reports:

Trustee Lewis was sorry to have missed the last two meetings due to work. He will be here for the last 3 meetings. He will also be attending future meetings as a spectator. Trustee Guzman attended the facilities committee meeting. It is amazing to see how much work is going on in this District. We have a great group of people working. They will be starting with Measure S projects and the District will be looking sharp. He also attended the West v. Tracy game. It was a great game. Trustee Vaughn passed. Trustee Crandall commented that he was saddened to read in the paper about the accident of the former students. Trustee Costa passed. Trustee Gouveia passed. Trustee Swenson passed.

Superintendent Report:

Dr. Franco gave a shout out to the people who made donations. There is an opportunity to go to Barnes and Noble to get a book and read to a classroom. You then donate that book. If you are interested, please phone Donna Sonnenburg and make arrangements to read. They are seeking volunteers to read to Kindergarten through 3rd graders. This will take place on October 13th.

9:20 p.m.

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Sheila Harrison, Assistant Superintendent for Educational Services
DATE: October 5, 2010
SUBJECT: Receive Report on Charter School Petition Review Process

BACKGROUND: Entities have the right to submit a petition to the School District to open a Charter School. In anticipation of possible petitions, a process for review has been developed in collaboration with the San Joaquin County Charter School Authorizing Consortium. District Board Policy (BP) 0420.4 requires that the Board shall carefully review the proposed Charter and any supplementary information, consider public, staff input, and determine whether the charter petition adequately addresses all the provisions required by law.

RATIONALE: The report will include the process to determine if the charter petition meets the guidelines and criteria set forth in the Charter School Provisions of the California Education Code; Tracy Unified School District Board Policy 0420.4 and Administrative Regulation 0420.4. This aligns with Strategic Goal #1: Provide a variety of learning opportunities through standards based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap.

FUNDING: There is No Cost to the District.

RECOMMENDATION: Receive Report on Charter School Petition Review Process

Prepared by: Linda Dopp, Director of Alternative Programs



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: October 1, 2010
SUBJECT: **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District.**

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

1. Tracy Unified School District/Tracy High School ASB: From: Tracy Future Farmers of America. The donation is in the amount of \$2,000.00 (check #1023). This donation is being given to the Tracy High School FFA program.
2. Tracy Unified School District/Tracy High School ASB: From: Antonia Gonzales. The donation is in the amount of \$500.00 (check #1150105311). This donation will be used for the Ursel Christoff Memorial Scholarship.
3. Tracy Unified School District/George Kelly School: From: George Kelly PTO. The donation is in the amount of \$1,504.26 (check #TBD). This donation will be used for teacher copies, half the cost of their movie license, and computer cables.
4. Tracy Unified School District/Tracy High School ASB: From: Tracy Chamber of Commerce. The donation is in the amount of \$800.00 (check #11574). This donation will be applied to the Tracy High Dance Troupe. They earned this donation by volunteering at the 2010 Bean Festival.

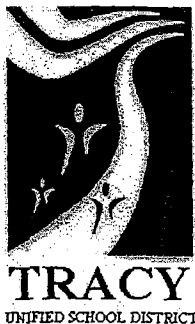
RATIONALE: Acceptance is recommended in order to meet the District's strategic goals and to enhance and benefit the educational experiences of the students of the Tracy Unified School District.

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

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

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: October 4, 2010
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: AMS.Net
Site: Tracy High School – Modernization/Reconstruction – Cafeteria/Classrooms
Item: Merced County Focus Piggyback Agreement - Ratify
Services: Cisco wireless access point equipment.
Cost: \$2,288.10
Project Funding: Measure E Bond Funds and State School Building Fund



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: September 17, 2010
RE: **Approve Agreement for Special Contract Services with Resource Area for Teaching (RAFT) to Provide a Science Teaching Workshop for Seventh and Eighth Grade Science Teachers.**

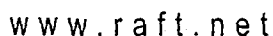
BACKGROUND: During the 2009-2010 school year, members of the 6-8 Science Committee identified a need to provide middle school science teachers with support in developing low-cost science demonstrations. Resource Area for Teaching (RAFT), a non-profit organization devoted to providing professional development and teacher support in developing creative hands-on activities, was identified as having engaging, qualified trainers who present ideas for developing low-cost science demonstrations. The 6-8 Committee plans to have RAFT conduct a workshop on Monday, October 18, 2010 at Freiler Elementary School in room 34. Workshop participants will learn how to create low-cost science demonstrations and lab experiences for their students. All training materials and some student materials are included in the cost of the workshop.

RATIONALE: During this time of severe budget reductions, it is imperative that teachers are supported in identifying free and low-cost resources and in developing strategies for creating hands-on learning experiences for their students. Resource Area for Teaching (RAFT) provides staff development specifically designed to support teachers in creating low-cost demonstrations and creative projects. This agenda item meets Strategic Goal #6: Provide training and staff development opportunities that are designed to improve knowledge and skills of all employees.

FUNDING: The workshop fee, in the amount of \$120.00, will be paid with District Title II, Teacher Quality funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Resource Area for Teaching (RAFT) to Provide a Science Teaching Workshop for Seventh and Eighth Grade Science Teachers.

Prepared by: Dr. Donna Sonnenburg, Director of Instructional Media Services and Curriculum.



9/17/2010

PO #: n/a

Date: 9/17/2010

Total Quote \$120.00

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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 Resource Area for Teaching (RAFT), 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: Resource Area for Teaching (RAFT) will provide a science teaching workshop for Seventh and Eighth grade science teachers on October 18, 2010. Workshop participants will learn how to create low-cost science demonstrations and lab experiences for their students.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1.5hrs. (✓) HOURS under the terms of this agreement at the following location Art Freiler Elementary School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay **\$120.00 per FLAT RATE** not to exceed a total of **\$120.00**. 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 October 18, 2010, and shall terminate on October 19, 2010.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Donna Sonnenburg at (209) 830-3252 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 perform and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Tracy Unified School District

Date

Title

District Title II
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: *JH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: September 27, 2010
SUBJECT: Approve Agreement for Special Contract Services and Memorandum of Understanding (MOU) with San Joaquin County Office of Education (SJCOE) Math Department to have Debbie Williams Provide Mathematics Teacher Coaching.

BACKGROUND: Board approval is requested to contract with Debbie Williams of the San Joaquin County Office of Education (SJCOE) to provide individualized coaching to 20 identified mathematics teachers ranging from grades 5 to Algebra I from October 2010 through March 2011 for a total of 20 days of coaching.

RATIONALE: Providing teachers coaching directly supports the District goal that 68% or more of all students will demonstrate grade level/subject matter proficiency by training teachers to use mathematics assessment information and appropriate instructional strategies. This Agenda Item supports Strategic Goal #6: Provide training and staff development opportunities that are designed to improve knowledge and skills of all employees.

FUNDING: Funding for this contract is to be paid with Math Professional Development Program funds to be paid from Title I (RS3010) and Title II (RS4035). This contract shall not exceed \$15,000.

RECOMMENDATION: Approve Agreement for Special Contract Services and Memorandum of Understanding (MOU) with San Joaquin County Office of Education (SJCOE) Math Department to have Debbie Williams Provide Mathematics Teacher Coaching.

Prepared by: Janice A. Bussey, Director of Staff Development.

MEMORANDUM OF UNDERSTANDING

This Agreement by and between the San Joaquin County Office of Education, Mathematics Department, and Tracy Unified School District to provide coaching/consulting services for the mathematics teachers from Tracy Unified School District. The two parties, SJCOE and Tracy Unified School District mutually agree to the following:

I. CONSULTANT AND/OR SERVICES DEFINED

This Agreement calls for SJCOE to provide consultant and coaching services to Tracy Unified School District.

II. TERM OF AGREEMENT

Services to be delivered on a schedule as determined and approved by Debbie Williams (SJCOE Mathematics Department) and Janice Bussey (TUSD) or designee. Services on behalf of Tracy Unified School District will be coaching for up to **20 days (twenty) at \$750 per day**. Total services are **not to exceed \$15,000**. Services will start in **October 2010**. Cancellation may be made by advanced notice by either party. SJCOE Mathematics Department will be compensated for services rendered up to the date of cancellation.

III. COMPENSATION

For services provided by SJCOE Mathematics Department, Tracy Unified School District will pay SJCOE Mathematics Department the sum of **\$15,000 for 20 days of coaching**.

Payment to SJCOE Mathematics Department by Tracy Unified School District for these services will be made upon receipt of invoice for service.

IV. CERTIFICATION OF NON-EMPLOYEE STATUS:

A. SJCOE/Mathematics Department certifies that at all times the consultant/SJCOE is acting as an independent contractor and not as employee of Tracy Unified School District. Tracy Unified School Districts agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and employees of the SJCOE against any and all claims which may result from this agreement.

B. Tracy Unified School District agrees to make no claim against the County Office of Education for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agree that Tracy Unified School District is not entitled to any such benefits.

Janice Bussey
Director Staff Development/Tracy USD
1875 W. Lowell Ave, Tracy, CA 95376

DATE

Satinder Singh
Director of Mathematics/SJCOE
P.O. Box 213030, Stockton, CA 95213-9030

DATE

MARY JOAN (MAMIE) STARR
Contracting Officer, SJCOE
P.O. Box 213030, Stockton, CA 95213-9030

DATE

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 County Office of Education Mathematics Department _____, 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: to provide consultant and coaching services to mathematics teachers in grades 5, 6, 7, 8, and Algebra from the Tracy Unified School District.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of twenty (20) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location various school sites in the Tracy Unified School District.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 750.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 15,000. 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 October 14, 2010, and shall terminate on April 1, 2011.
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, Janice A. Bussey at (209) 830-3232 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 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

Tracy Unified School District

September 30, 2010
Date

50% from RS3010 and 50% from RS4035
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.

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HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services &
Human Resources
DATE: October 1, 2010
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Alano-Lind, Estellie

BACKGROUND:

Badiyo, Destinee

Barba, Sandra

Bolton, Jennifer

Burrell, Naomi

CERTIFICATED

Biology 80% FTE (new)
Kimball High School
Class I, Step 1, "A"
\$26,337.80
Funding: General Fund

CLASSIFIED

Para Educator I (Mathematics) (New)
Tracy High School
Teacher Apprentice Program through the
San Joaquin County Office of Education
Range 24, Step A - \$12.51 per hour
10 hours per week
Funding: Block Grant

Para Educator I (New)
Kimball High School
Range 24, Step A - \$12.51 per hour
3 hours per day
Funding: EIA

Para Educator I (New)
Jacobson Elementary School
*Filled by current TUSD employee
Range 24, Step E - \$15.07 per hour
3 hours per day
Funding: IASA - Title I

School Supervision Assistant (Replacement)
George Kelly School
Range 21, Step C - \$12.81 per hour
1.5 hours per day
Funding: General Fund

DelRio Renta, Virgen

Bilingual Para Educator I (New)
South/West Park (Pre-School)
*Filled by current TUSD employee
Range 24, Step C - \$13.73 per hour
3 hours per day
Funding: Child Care & Dev-GAIN

Gonzales, Daniel

Bus Driver (New)
Transportation
Range 36, Step A - \$16.53 per hour
5.5 hours per day
Funding: Transportation-Special Education

Holbrook, Corrina

Para Educator II (New)
Stein Continuation High School-Steps Program
Range 30, Step C - \$15.76 per hour
3 hours per day
Funding: Cal Safe

Khaliq, Saba

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

Lewis, Debbie

High School Administrative Secretary (Replacement)
West High School
*Filled by current TUSD employee
Range 32, Step D - \$17.32 per hour
8 hours per day
Funding: Stabilization

Macon, Michelle

I.E.P. Para Educator I (Replacement)
George Kelly School
*Filled by current TUSD employee
Range 24, Step D - \$14.37 per hour
6 hours per day
Funding: Special Education-IDEA Grant

Moore, Alicia

School Supervision Assistant (Replacement)
Jacobson Elementary School
Range 21, Step C - \$12.81 per hour
2 hours per day
Funding: General Fund

Pereira, Richard

Custodian I (Replacement)
Art Freiler School
*Filled by current TUSD employee
Range 31, Step E - \$17.74 per hour
8 hours per day
Funding: General Fund

Reyes, Elicia

Para Educator I (New)
North School
*Filled by current TUSD employee
Range 24, Step D - \$14.37 per hour
4 hours per day
Funding: EIA

Sanchez, Margarita

Bilingual Para Educator I (New)
McKinley Elementary School
*Filled by current TUSD employee
Range 24, Step E - \$15.07 per hour
3.5 hours per day
Funding: IASA-Title I Grant

Tabaldi, Barbara

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

Vik, Marlene

Bilingual Para Educator I (New)
McKinley Elementary School
*Filled by current TUSD employee
Range 24, Step E - \$15.07 per hour
3.5 hours per day
Funding: EIA

BACKGROUND:

Basepayne, Clayton

Varsity Swimming
West High School
Stipend: \$3,166.20

Donelson, Christina

Assistant Water Polo
West High School
Pro-rated Stipend: \$1,947.22

Hern, Ryan

Assistant Sophomore Football
Tracy High School
Pro-rated Stipend: \$2,337.71

Johnson, James

Assistant Frosh Football
Kimball High School
Pro-rated Stipend: \$2,337.71

Knaus, Gloria

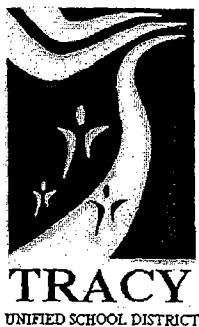
Sophomore Volleyball
West High School
Pro-rated Stipend: \$2,337.71

Mendonca, Suzette

Frosh Volleyball
Kimball High School
Pro-rated Stipend: \$2,044.84

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
& Human Resources
DATE: October 1, 2010
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified,
Certificated, and/or Management Employment

BACKGROUND:

NAME/TITLE

SITE

CERTIFICATED RESIGNATION

EFFECTIVE DATE

REASON

Garrett, Zara
7th Core

MVMS

09/28/10

Personal

BACKGROUND:

NAME/TITLE

SITE

CLASSIFIED RESIGNATION

EFFECTIVE DATE

REASON

DelRio Renta, Virgen
School Supervision Assist.

Hirsch

10/01/2010

Accepted Bilingual Para Ed I
position at South/West Park

Macon, Michelle
Special Ed Para I

Art Freiler

10/01/2010

Accepted IEP Para Ed I
position at George Kelly

Reyes, Elicia
School Supervision Assist.

Art Freiler

09/24/2010

Accepted Para Ed I position
at North School

Sanchez, Margarita
School Supervision Assist.

McKinley

09/22/2010

Accepted Bilingual Para Ed I
position at McKinley

Vik, Marlene
School Supervision Assist.

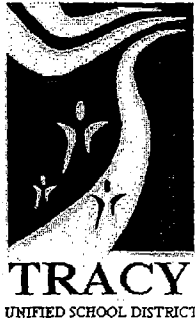
Jacobson

09/27/2010

Accepted Bilingual Para Ed I
position at McKinley

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
and Human Resources
DATE: September 29, 2010
SUBJECT: Approve Student Teaching Agreement with University of the Pacific

BACKGROUND: We have encouraged teacher preparation institutions to place students in our schools to fulfill their requirements for obtaining a teaching credential. This contract will remain in effect from October 13, 2010 through October 13, 2012

RATIONALE: Student teachers will be placed with permanent status teachers within our schools, which are willing to serve as Master Teachers with the approval of the site principal. This agenda item meets strategic goal # 6: Provide training and staff development opportunities that are designed to improve knowledge and skills of all employees, and goal #7: Develop and utilize partnerships that contribute to the achievement of District Goals.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Student Teaching Agreement with University of the Pacific

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

UNIVERSITY OF THE PACIFIC

*Gladys L. Benerd School of Education
Office of Field Experiences*

MEMORANDUM OF AGREEMENT

Concerning the Student Teaching Program of the Benerd School of Education University of the Pacific

This agreement, made and entered into by and between

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

hereinafter called the District, and University of the Pacific called the University, is for the purpose of providing cooperative arrangements for student teaching for students enrolled in the Benerd School of Education, University of the Pacific.

I. The District agrees:

- A. To provide laboratory resources and related educational services to student Enrolled in the student teaching programs of the Benerd School of Education, University of the Pacific.

II. The University agrees:

- A. To provide tuition remission to the cooperating teachers of the District in accordance with the policy outlined in the most current *Student Teacher Handbook* for teacher supervisor service.
- B. Not to assign more than one student to any cooperating teacher in any given class hour.
- C. To provide participating teachers with the university's *Student Teacher Handbook*, evaluation materials, and assistance in developing supervision skills.
- D. To be responsible for the final evaluation of the candidate's completion of student teaching.

2. It is mutually agreed that:

- A. The principals or special program administrators of the District and the Director of Student Teaching (or his/her designated representative) will be responsible for assigning students teachers, selecting cooperating teachers, and working out the student's program of experience in cooperation with principals and cooperating teachers.
- B. The cooperating teachers are required to have the following qualifications:
- i. Be fully credentialed by the Commission on Teacher Credentialing (CTC) for the subject(s) being taught.
 - ii. Have taught at least three years in the elementary/secondary schools.
 - iii. Have taught at least one year in the present assignment or near completion of the first year in the present assignment. (A school administrator may advise on selection of a cooperating teacher in cases where the prospective teacher has served less than a year at his/her present assignment. The final decision on exceptions will be made by the Director of Student Teaching.)
 - iv. Be tenured in the district. (A school administrator may advise on selection of a cooperating teacher in cases where the prospective teacher is not tenured in the district. The final decision on exceptions will be made by the Director of Student Teaching.)
 - v. Be recognized as a successful teacher.
- C. The student teacher will have received a valid *Certificate of Clearance* from the Commission on Teacher Credentialing or will have signed a sworn *Affidavit for Certificate of Clearance* before the Associate Dean of Education of the Director of Student Teaching.
- D. The student teachers will be placed in situations in which they gain experience teaching students of diverse ages, abilities, cultures, and ethnicities, and assumes other responsibilities of full-time educators.
- E. The Director of Student Teaching will be responsible for the distribution of tuition remission credits. All credits will be mailed to the cooperating teacher at their school address within 30 days of the end of the student teaching semester.
- F. The University Supervisor and the cooperating teacher will carry out due process procedures as prescribed by the UOP Student Teacher Handbook. These processes include the completion of Cooperative Evaluations of Student Teachers and the signing of the *Candidate Competence and Performance Checklist*.

- G. The term of the agreement shall be for two (2) years. This agreement may be renewed for additional periods if approved by both parties in writing. Notwithstanding the term stated, this agreement may be renewed and amended at the end of each school year.

III. Sexual and Racial Harassment

- A. Sexual and racial harassment are not acceptable in an education setting. If a University of the Pacific student, representative or employee is involved in a sexual/racial harassment situation, University of the Pacific is interested in dealing with it as expediently as possible. When a University of the Pacific student, representative or employee is named as the alleged perpetrator, the university and school district will follow the university's established procedures for dealing with sexual/racial harassment. If the alleged perpetrator is a school district teacher, representative or employee, the university and school district will follow the school district's established procedures for dealing with sexual/racial harassment.

IN WITNESS WHEREOF the parties have caused these presents to be executed by resolutions of their respective governing boards.

Date

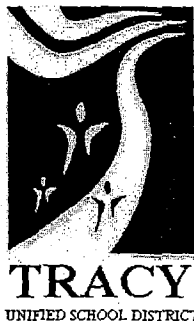
Date

Date

Secretary, Board of Directors
Tracy Public Schools

Dean, Benerd School of Education

Chair, Curriculum and Instruction
Department



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
and Human Resources
DATE: October 5, 2010
SUBJECT: Approve the Attached Declaration for a Provisional Intern Permit for
Carlena Henderson

BACKGROUND: In response to the phasing out emergency permits, the California Commission on Teacher Credentialing has instituted the use of the Provisional Intern Permit (PIP) effective July 1, 2005. It allows an employing agency to fill immediate staffing needs by hiring an individual who has not yet met the subject matter competence requirement for an internship program. This permit can only be requested by the employing agency. The permits are issued for one year and service is restricted to that employing agency.

RATIONALE: The Provisional Intern Permit allows the employing agency to fill immediate staffing needs by hiring an individual who has not yet met the subject matter competence requirement for an internship program. This agenda item meets strategic goal #5: Develop and support a high performing work force including hiring and retaining fully credentialed CLAD certified teachers.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve the Attached Declaration for a Provisional Intern Permit for Carlena Henderson

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

**BEFORE THE BOARD OF TRUSTEES
TRACY UNIFIED SCHOOL DISTRICT
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA**

DECLARATION

The Governing Board of Tracy Unified School District declares that the District has elected to employ the following teacher under a Provisional Intern Permit. The individual will be provided orientation, guidance and assistance during the valid period of the permit. They will also be provided assistance to seek and enroll subject matter training, if necessary, in an effort to pass the subject matter competency exam. Once the exam is passed, the individual will be eligible for an Intern Permit.

Carlena Henderson: Single Subject Music – Grades K-5

AYES:

NOES:

ABSTAIN:

ABSENT:

Bill Swenson
Board President
Date: October 12, 2010

ATTEST:

Walter Gouveia
Board Vice President
Date: October 12, 2010



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: October 1, 2010
SUBJECT: Ratify Agreement for Special Contract Services for Assistant Varsity Football Coach Jake Boyd for the 2010-2011 Football Season

BACKGROUND: There is a need in the football program at Tracy High School for adequate supervision by knowledgeable coaches to ensure that the players have a safe, educational and positive experience. Having exceptionally qualified staff is the primary aim of the program. This agenda item needs to be ratified because the new head varsity football coach was unaware of the Board procedures.

RATIONALE: Jake Boyd 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 aligns with Strategic Goal #2: Provide a safe environment for students and staff that is conducive to learning.

FUNDING: Expenses for the assistant varsity football coach will be paid by the District and reimbursed from the Tracy High School ASB account. Expenses will not exceed \$2000.00.

RECOMMENDATION: Ratify Agreement for Special Contract Services for Assistant Varsity Football Coach Jake Boyd for the 2010-2011 Football Season

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

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

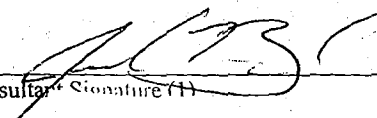
1. Contractor shall perform the following duties: Assist coaching of the Tracy High Varsity Football Team practices and games.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of 5 months under the terms of this agreement at the following location Tracy High School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - A. District shall pay \$2,000.00 per HOOR / DAY / FLAT RATE (circle one), not to exceed a total of \$2,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - B. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ZERO for the term of this agreement.
 - C. District shall make payment on a [] MONTHLY PROGRESS BASIS, [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 "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on August 1, 2010, and shall terminate on December 31, 2010.
5. This agreement may be terminated at any time during the term by either party upon N/A (0) days written notice.
6. Contractor shall contact the District's designee, Matthew Shrout at (925) 669-7404 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.

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.

8. 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.
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 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.
11. 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:

Consultant Signature (1) 	Tracy Unified School District
Social Security Number or TIN number (2)	Date
Date	Title
Assistant Varsity Football Coach	Account Number to be charged
Title	Department/Site Approval
Address	Budget Approval
City/State/Zip	Date Approved by the Board
Phone Number	

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

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Glenda Borejko Page 2 03/10/1998 rvsd 08/25/2005



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. James C. Franco, Superintendent
DATE: September 30, 2010
SUBJECT: Adopt Resolution No. 10-08 to Excuse Meeting Absence of Board Member

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

RATIONALE: Board of Education member James Vaughn was absent for the meeting held September 14, 2010, due to illness. The Board of Education finds that James Vaughn's absence from the meeting of September 14, 2010, was due to hardship deemed acceptable by the Board of Education;

FUNDING: Unrestricted General Fund, Previously Budgeted.

RECOMMENDATION: Adopt Resolution No. 10-08 to Excuse Meeting Absence of Board Member.

Prepared by: Dr. James C. Franco, Superintendent



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 10-08
Resolution to Excuse Meeting Absence of Board Member**

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

WHEREAS, Board of Education member James Vaughn was absent for the meeting held September 14, 2010, due to illness;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education finds that James Vaughn's absence from the meeting of September 14, 2010, was due to hardship deemed acceptable by the Board of Education;

BE IT FURTHER RESOLVED that the Board of Education therefore determines that Mr. Vaughn shall be paid for his absence from the meeting of September 14, 2010, and further directs that the adoption of this Resolution shall be recorded in the minutes of this meeting of October 12, 2010.

Resolved this 12th day of October, 2010, at a regular meeting of the Board of Education of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

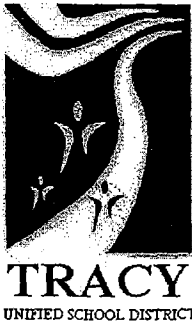
ABSTENTION:

PRESIDENT, BOARD OF EDUCATION
TRACY UNIFIED SCHOOL DISTRICT

Attest:

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

Clerk
Board of Education
Tracy Unified School District



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: October 5, 2010
SUBJECT: Adopt Resolution 10-09 Authorizing the Completion and Submission of an Application for the Qualified School Construction Bond Allocation Authorized Under The American Recovery and Reinvestment Act of 2009, Making Certain Certification with Respect Thereto and Approving Certain Related Actions

BACKGROUND: The American Recovery and Reinvestment Act of 2009 (the "Recovery Act") provides significant new financing methods for state and local governments. One option available to school districts is a new debt instrument known as qualified school construction bonds ("Qualified School Construction Bonds"). The federal government subsidizes the interest cost (up to a set rate) through the allowance of tax credits to investors or direct subsidy payments to school districts, significantly reducing the interest cost associated with financing public school facilities.

Qualified School Construction Bonds are a new category of tax credit bonds that may be issued in 2009 and 2010 to finance the construction, rehabilitation and repair of public school facilities, the acquisition of land on which such a facility is to be financed in part by Qualified School Construction Bond proceeds, and the acquisition of equipment to be used in such portion or portions of a public school facility that is being constructed, rehabilitated, or repaired with Qualified School Construction Bond proceeds.

California has \$866,405,568 in QSCB authority, between the unused 2009 and 2010 allocations. The maximum bond authorization for each LEA is \$25,000,000.

RATIONALE: Prior to issuing Qualified School Construction Bonds, a California school district must receive an award of allocation. The California Department of Education (the "CDE") has officially announced that the CDE will administer the award of Qualified School Construction Bond allocation within California through the School Facilities Planning Division of the CDE. On October 1, 2010, the CDE released its procedures for the 2010 Qualified School Construction Bond Program.

Applications for this second authorization cycle are to be postmarked no earlier than November 5, 2010. If the program is oversubscribed, the CDE will prioritize all qualified applications based on the following ranking order: date of postmark, projects with Department of State Architect (DSA) approval, percentage of students on free and reduced lunches in 2008-09.

The CDE application provides that the governing board of a local education agency submitting an application must certify through a resolution that the local education agency has or will satisfy the following:

- The District will fulfill all of the federal Qualified School Construction Bond program requirements, including those set forth in the QSCB Application.
- That all laborer and mechanics employed by contractors or subcontractors on projects funded by Qualified School Construction Bond proceeds shall be paid wages and fringe benefits at rates not less than those prevailing on similar projects in the locality in accordance with the federal Davis-Bacon Act.
- Applicable State and local law requirements governing conflicts of interest are satisfied with respect to the Qualified School Construction Bond issue, and if additional conflict of interest rules are imposed by Internal Revenue Service regulation, such additional rules will be satisfied with respect to the Qualified School Construction Bond issue.
- Within fifteen days after the Qualified School Construction Bond issuance, the District will submit a copy of the appropriate federal Internal Revenue Service Form, Information Return for Tax-Exempt Bonds to the CDE.
- Within thirty days of completion of all expenditures, a completion report will be submitted to the CDE.

The Board of Trustees of the Tracy Joint Unified School District (the "District") duly called an election, and such election was regularly held, on behalf of School Facilities Improvement District No. 3 of the Tracy Joint Unified School District (the "SFID") on November 4, 2008, at which the voters of the SFID approved a bond measure, and substantially all of the listed bond projects would qualify as eligible Qualified School Construction Bond projects under the Recovery Act, and Qualified School Construction Bonds would provide a mechanism to finance a portion of such projects.

Resolution No. 10-09 authorizes officers of the District to complete and submit an application to the CDE for an award of Qualified School Construction Bond allocation. Resolution No. 10-09 also authorizes the reimbursement (from bond proceeds) of certain expenditures that are made by the District prior to any Qualified School Construction Bond issuance to establish compliance with federal tax law provisions.

FUNDING: A financing plan is being developed for the issuance of additional series of general obligation bonds authorized by the voters of the SFID, which plan will incorporate

the issuance of Qualified School Construction Bonds, and such plan and the related financing documents will be submitted to the Board of Trustees for approval prior to implementation.

RECOMMENDATION: Adopt Resolution 10-09 Authorizing the Completion and Submission of an Application for the Qualified School Construction Bond Allocation Authorized Under the American Recovery and Reinvestment Act of 2009, Making Certain Certification with Respect Thereto and Approving Certain Related Actions

Prepared by: Bonny Carter, Director of Facilities and Planning



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 10-09**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE TRACY JOINT
UNIFIED SCHOOL DISTRICT AUTHORIZING THE COMPLETION
AND SUBMISSION OF AN APPLICATION FOR QUALIFIED SCHOOL
CONSTRUCTION BOND ALLOCATION AUTHORIZED UNDER THE
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009,
MAKING CERTAIN CERTIFICATIONS WITH RESPECT THERETO
AND APPROVING CERTAIN RELATED ACTIONS**

WHEREAS, to stimulate the economy by, among other things, creating incentives to finance public school facilities, the American Recovery and Reinvestment Act of 2009 (the "ARRA") authorizes a new debt instrument known as "qualified school construction bonds" ("Qualified School Construction Bonds") for which the federal government subsidizes the interest cost (up to a set rate) through the allowance of tax credits to investors or direct subsidy payments to school districts significantly reducing the interest cost associated with financing public school facilities; and

WHEREAS, the proceeds of Qualified School Construction Bonds may be spent on the construction, rehabilitation or repair of public school facilities, the acquisition of land on which such a facility is to be financed in part by Qualified School Construction Bond proceeds, or the acquisition of equipment to be used in such portion or portions of a public school facility that is being constructed, rehabilitated or repaired with Qualified School Construction Bond proceeds; and

WHEREAS, on November 4, 2008, voters of School Facilities Improvement District No. 3 of the Tracy Joint Unified School District approved the following bond proposition (as abbreviated pursuant to Section 13247 of the California Elections Code):

"To renovate and modernize the community's oldest elementary and middle schools, upgrade classrooms, replace aging roofs, old heating, electrical, plumbing, cooling and ventilation systems with energy efficient systems, and improve security and technology systems at all schools, increasing student access to computers, shall School Facilities Improvement District No. 3 of the Tracy Joint Unified School District be authorized to issue \$43,100,000 in bonds, at legal interest rates, with all expenditures monitored by an Independent Citizens' Oversight Committee?"

WHEREAS, many of the authorized bond projects (the "Projects") would qualify as eligible Qualified School Construction Bond projects under ARRA, and the Tracy Joint Unified

School District (the "District") desires to take advantage of the benefits provided under ARRA through the use of this new financing method; and

WHEREAS, ARRA limits the dollar volume of Qualified School Construction Bonds that may be allocated in 2011 to \$11 billion, of which the State of California (the "State") was allocated \$720,058,000; and

WHEREAS, prior to issuing Qualified School Construction Bonds, a California school district must receive an award of the Qualified School Construction Bond volume cap received by the State and the District desires to apply for Qualified School Construction Bond volume cap; and

WHEREAS, pursuant to Assembly Bill 2560, the Legislature has authorized the California Department of Education (the "CDE") to assign and distribute the State's 2010 volume cap for Qualified School Construction Bonds to or for the benefit of school districts in the State; and

WHEREAS, on October 4, 2010, the CDE released its application to request an award of volume cap for Qualified School Construction Bonds; and

WHEREAS, the CDE application provides that a school district or county office of education submitting an application must certify that the local education agency has or will satisfy certain requirements with respect to the Qualified School Construction Bonds; and

WHEREAS, the District expects to pay certain expenditures (the "Reimbursement Expenditures") in connection with the Projects prior to the issuance of the Qualified School Construction Bonds in an amount not expected to exceed \$25,000,000 and that certain of the proceeds of the Qualified School Construction Bonds will be used to reimburse the Reimbursement Expenditures; and

WHEREAS, Section 54A(d)(2)(D) of the Internal Revenue Code of 1986 requires the District to declare its reasonable official intent to reimburse prior expenditures for the Projects with proceeds of the Qualified School Construction Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Tracy Joint Unified School District, as follows:

Section 1. All of the recitals herein contained are true and correct and the Board of Trustees of the District so finds.

Section 2. The Superintendent of the District, the Associate Superintendent, Business Services of the District and the Director, Facilities & Planning of the District, and such other officer or employee of the District as the Superintendent may designate (the "Authorized Officers"), are each hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things which they may deem necessary or advisable in order to cause the completion, execution and submission of an application to the California Department of Education for Qualified School Construction Bond volume cap in substantially the form on file with the Clerk of the Board of Trustees (the "QSCB Application"), with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. The Board of Trustees of the District hereby certifies, with respect to the proposed Qualified School Construction Bond financing, as follows:

(a) that the District will fulfill all of the federal Qualified School Construction Bond program requirements, including those set forth in the QSCB Application;

(b) that all laborers and mechanics employed by contractors or subcontractors on projects funded by Qualified School Construction Bond proceeds shall be paid wages and fringe benefits at rates not less than those prevailing on similar projects in the locality in accordance with the federal Davis-Bacon Act;

(c) that applicable State and local law requirements governing conflicts of interest are satisfied with respect to the Qualified School Construction Bond issue, and if additional conflict of interest rules are imposed by Internal Revenue Service regulation, such additional rules will be satisfied with respect to the Qualified School Construction Bond issue;

(d) that, within fifteen days of Qualified School Construction Bond issuance the District will submit a copy of the appropriate federal Internal Revenue Service Form, Information Return for Tax-Exempt Bonds to the CDE; and

(e) that, within thirty days of completion of all expenditures, a completion report will be submitted to the CDE.

Section 4. The District hereby declares its official intent to use proceeds of the Qualified School Construction Bonds to reimburse itself for Reimbursement Expenditures. This declaration is made solely for purposes of establishing compliance with the requirements of Section 54A(d)(2)(D) of the Internal Revenue Code of 1986. This declaration does not bind the District to make any expenditure, incur any indebtedness, or proceed with the Projects.

Section 5. The Authorized Officers are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

Section 6. All actions heretofore taken by the officers and employees of the School District in connection with or related to any of the actions contemplated by this Resolution are hereby approved, confirmed and ratified.

Section 7. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED by the Board of Trustees of the Tracy Joint Unified School District on October 12, 2010.

President of the Board of Trustees of the
Tracy Joint Unified School District

ATTEST:

Clerk of the Board of Trustees of the Tracy
Joint Unified School District

CERTIFICATE OF CLERK

I, _____, Clerk of the Board of Trustees of the Tracy Joint Unified School District, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of the Tracy Joint Unified School District duly and regularly held on _____, 2010, of which meeting all of the members of said Board had due notice and at which a majority thereof were present; and that at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

An agenda of said meeting was posted at least 72 hours before said meeting at 1875 West Lowell Avenue, Tracy, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 2010

Clerk of the Board of Trustees of the Tracy
Joint Unified School District



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Service
DATE: October 12, 2010
SUBJECT: Adopt Resolution #10-10, Recertifying the Appropriation "Gann" Limits for the 2009/2010 School Year for Tracy Joint Unified School District

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

Local education agencies are required to report their Appropriations Limit to the State Superintendent of Public Instruction and to the State Director of Finance. The District is required to calculate a Gann Limit for 2010/11 in accordance with the provisions of Senate Bill 98 and applicable statutory law.

The attached resolution of the recertified Gann Limit for 2010/11 fiscal year has been made in accordance with applicable constitutional and statutory law and does not exceed the limitations imposed by Proposition 4.

FUNDING: N/A

RECOMMENDATION: Adopt Resolution #10-10, Recertifying the Appropriation Limits for the 2010/11 School Year for Tracy Joint Unified School District

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



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

**APPROPRIATION "GANN" LIMITS FOR THE 2010-2011 SCHOOL YEAR FOR THE
TRACY JOINT UNIFIED SCHOOL DISTRICT**

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

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

WHEREAS, the District must establish a revised Gann Limit for the 09/10 fiscal year and a projected Gann Limit for the 10/11 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann Limits for the 09/10 and 10/11 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IF FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 09/10 and 10/11 fiscal years do not exceed the limitations imposed by Proposition 4;

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

PASSED AND ADOPTED this 12th day of October, 2010, by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District

	2009-10 Calculations			2010-11 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA (2008-09 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2008-09 Actual			2009-10 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	94,976,049.56		94,976,049.56			93,261,786.95
2. PRIOR YEAR GANN ADA (Preload/Line B9, PY column)	16,000.62		16,000.62			15,615.42
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2008-09			Adjustments to 2009-10		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00				0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2009-10 data should tie to Principal Apportionment Attendance Software reports)	2009-10 P2 Report			2010-11 P2 Estimate		
1. Total K-12 ADA (Form A, Line 10)	15,615.42		15,615.42	15,590.12		15,590.12
2. ROC/P ADA**						
3. Total Charter Schools ADA (Form A, Line 26)	0.00		0.00	0.00		0.00
4. Total Supplemental Instructional Hours**						
5. Divide Line B4 by 700 (Round to 2 decimal places)			15,615.42			15,590.12
6. TOTAL P2 ADA (Lines B1 through B3 plus B5)						
OTHER ADA (From Principal Apportionment Attendance Software)						
7. Apprentice Hours - High School						
8. Divide Line B7 by 525 (Round to 2 decimal places)		0.00				0.00
9. TOTAL CURRENT YEAR GANN ADA (Sum Lines B6 plus B8)		15,615.42				15,590.12
C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED TAXES AND SUBVENTIONS (Funds 01, 09, and 62)	2009-10 Actual			2010-11 Budget		
1. Homeowners' Exemption (Object 8021)	276,416.56		276,416.56	277,105.00		277,105.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	16,650,441.31		16,650,441.31	16,681,977.00		16,681,977.00
5. Unsecured Roll Taxes (Object 8042)	1,387,606.26		1,387,606.26	1,393,726.00		1,393,726.00
6. Prior Years' Taxes (Object 8043)	23,125.59		23,125.59	21,778.00		21,778.00
7. Supplemental Taxes (Object 8044)	9,429.40		9,429.40	14,241.00		14,241.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	2,462,060.22		2,462,060.22	2,438,203.00		2,438,203.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	32.00		32.00	0.00		0.00
11. Comm. Redevelopment Funds (Obj. 8046, 8047 & 8625) (Only if not counted in redevelopment agency's limit)	4,625,911.00		4,625,911.00	4,679,359.00		4,679,359.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-Revenue Limit Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)	(1,434,391.02)		(1,434,391.02)	(1,414,186.00)		(1,414,186.00)
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	24,000,631.32	0.00	24,000,631.32	24,092,203.00	0.00	24,092,203.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	24,000,631.32	0.00	24,000,631.32	24,092,203.00	0.00	24,092,203.00

	2009-10 Calculations			2010-11 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			0.00			0.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			0.00			0.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. Revenue Limit State Aid - Current Year (Object 8011)	57,178,051.00		57,178,051.00	57,049,911.00		57,049,911.00
25. Revenue Limit State Aid - Prior Years (Object 8019)	(63,710.00)		(63,710.00)	0.00		0.00
26. Supplemental Instruction - CY (Res. 0000, Object 8590)**			0.00			0.00
27. Supplemental Instruction - PY (Res. 0000, Object 8590)**			0.00			0.00
28. Comm Day Sch Addl Funding - CY (Res. 2430, Obj. 8311 and Res. 0000, Obj. 8590)**			0.00			0.00
29. Comm Day Sch Addl Funding - PY (Res. 2430, Obj. 8319 and Res. 0000, Obj. 8590)**			0.00			0.00
30. ROC/P Apportionment - CY (Res. 0000, Object 8590)**			0.00			0.00
31. ROC/P Apportionment - PY (Res. 0000, Object 8590)**			0.00			0.00
32. Charter Schs. Gen. Purpose Entitlement (Object 8015)	0.00		0.00	0.00		0.00
33. Charter Schs. Categorical Block Grant (Object 8590)**			0.00			0.00
34. Class Size Reduction, Grades K-3 (Object 8434)	3,471,114.00		3,471,114.00	1,361,526.00		1,361,526.00
35. Class Size Reduction, Grade 9 (Object 8590)**			0.00			0.00
36. SUBTOTAL STATE AID RECEIVED (Lines C24 through C35)	60,585,455.00	0.00	60,585,455.00	58,411,437.00	0.00	58,411,437.00
ADD BACK TRANSFERS TO COUNTY						
37. County Office Funds Transfer (Form RL, Line 32)	629,544.00		629,544.00	627,208.00		627,208.00
38. TOTAL STATE AID (Lines C36 plus C37)	61,214,999.00	0.00	61,214,999.00	59,038,645.00	0.00	59,038,645.00
DATA FOR INTEREST CALCULATION						
39. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	113,174,213.11		113,174,213.11	104,783,953.88		104,783,953.88
40. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	96,911.02		96,911.02	50,000.00		50,000.00
APPROPRIATIONS LIMIT CALCULATIONS						
D. PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			94,976,049.56			93,261,786.95
2. Inflation Adjustment			1.0062			0.9746
3. Program Population Adjustment (Lines B9 divided by [A2 plus A7]) (Round to four decimal places)			0.9759			0.9984
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			93,261,786.95			90,747,508.86
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			24,000,631.32			24,092,203.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B9 or \$2,400; but not greater than Line C38 or less than zero)			1,873,850.40			1,870,814.40
b. Maximum State Aid in Local Limit (Lesser of Line C38 or Lines D4 minus D5 plus C23; but not less than zero)			61,214,999.00			59,038,645.00
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			61,214,999.00			59,038,645.00
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C40 divided by [Lines C39 minus C40] times [Lines D5 plus D6c])			73,032.64			39,686.68
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			24,073,663.96			24,131,889.68
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C38 or less than zero)			61,214,999.00			59,038,645.00
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			24,073,663.96			
b. State Subventions (Line D8)			61,214,999.00			
c. Less: Excluded Appropriations (Line C23)			0.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			85,288,662.96			

	2009-10 Calculations			2010-11 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
10. Adjustments to the Limit Per Government Code Section 7902.1 (Line D9d minus D4; if negative, then zero) If not zero report amount to: Ana J. Matosantos, Director State Department of Finance Attention: School Gann Limits State Capitol, Room 1145 Sacramento, CA 95814			0.00			
Summary						
11. Adjusted Appropriations Limit (Lines D4 plus D10)			93,261,786.95			90,747,508.86
12. Appropriations Subject to the Limit (Line D9d)			85,288,662.96			

* Please provide below an explanation for each entry in the adjustments column.

** Impacted by the flexibility provisions of SBX3 4 (Chapter 12, Statutes of 2009). Amounts in Section C, State Aid Received, can no longer be extracted and must be manually input into the Adjustments column.

Reed Call

Gann Contact Person

(209) 830-3200

Contact Phone Number



BUSINESS SERVICES MEMORANDUM

TO: James Franco, Superintendent
FROM: C. Goodall, Assistant Superintendent for Business
DATE: October 5, 2010
SUBJECT: Adopt Revised Administrative Regulation 1330.1 Facility Use (Second Reading, Intent to Adopt)

BACKGROUND: In September, 2010, the Board of Education conducted a first reading of proposed changes to Administrative Regulation 1330.1 governing management of the District Facility Use policy. During the meeting, staff suggested that a unique supervision problem exists at Kimball High School, at which, once the gates are open for a facility use event, the entire campus is open. It was suggested that additional supervision should be required at that site. A review of Tracy High School and West High School events clarifies that, except for football events, identical supervision issues exist at those schools. Therefore, staff suggests the administrative regulation be approved as proposed.

The most recent recommended changes are bolded. The update changes the cancellation timelines as follows:

Because the District must process applications and schedule staff to open and close the facilities, cancellations must be made **72 hours** (3 days) in advance of a scheduled event. Events which are not cancelled within **72 hours** for which no notification is made shall forfeit all fees. Facility Users are allowed (2) revisions (changes or cancellations) to an approved permit per year. Any additional changes will be charged an administrative fee of \$48.13. New dates cannot be added to an approved permit and will require a new application.

Cancellations may be made up to 24 hours after an outside event when a rainout occurs and when no cost of labor or utilities is incurred by the district.

RATIONALE: Bold items in the attached Administrative Regulation reflect recommended changes. Formatting will be corrected once changes are completed.

FUNDING: There is no cost this change.

RECOMMENDATION: Adopt Revised Administrative Regulation 1330.1 Facility Use (Second Reading, Intent to Adopt)

COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

A. Purpose and Scope

To provide guidelines and procedures for the prioritization, scheduling, pricing, and rules for community rental of school district facilities serving the residents of the Tracy Unified School District.

B. General

The Governing Board designates the Director of Facility Use/Risk Management/Energy Conservation/Environmental Compliance to manage all aspects of community rental of school district facilities. The Director of Facility Use/Risk Management/Energy Conservation/Environmental Compliance shall be responsible for the coordination and interpretation of the policies and regulations regarding the use of the Tracy Unified School District facilities.

C. Forms Used and Additional References

Any person or organization desiring to rent district facilities should complete attachment A: Application of Use for TUSD Facilities under the Civic Center Act.

Fees shall be updated annually and published in attachment B: Schedule of Community Rental Fees.

Prior to use, the organization must complete attachment C: Room Use and Clean-Up Check List. Organization must return the form following the use of facility in order to reclaim their security deposit.

D. Procedure

1. Notifications

Any person applying for the use of property on behalf of any group shall be a member of such applicant group and, unless he/she is an officer of such group, must present written authorization to represent the group.

Renters must carry the Facility Use Permit issued by the district at all times when on school or district premises. Renters must present an approved Facility Use Permit to district staff for facilities to be opened for renters.

The organization shall, as a condition of use, agree to be held financially responsible in the cause of loss or damage to TUSD property.

Applicants shall be notified in writing whether the request is approved or denied. If approved, a completed copy of the application together with any special requirements shall be faxed or mailed to the applicant.

COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

If a Tracy Unified School District student participates in your business or organization and they have been suspended from a Tracy Unified School District school they are not allowed on TUSD property.

2. Procedures

To obtain a Facility Use Application for a school or district facility, community members should contact the Facility Use Department by calling (209) 830-3297 or visiting 1875 W. Lowell Ave. Outside facility renters must present a certificate of insurance when submitting a Facility Use Application. Rental fees must be paid prior to facility use. Tracy Unified does not provide set-up or take-down for facility renters. Equipment use is limited to what is available in the room requested by the renter.

The school board and specifically designated representatives is the only district representatives authorized to sign contracts for the district. School site staff members are not authorized to make community rental or use agreements, nor sign any contract committing the district to any official agreement, financial or legal obligation, nor liability. Requests for uses of district facilities by non-district employees should be made directly to the district office. The district office will contact the school site as necessary.

The district and its school sites have priority use of Tracy Unified facilities over outside requests for rental.

Tracy Unified School District reserves the right to deny use of facilities for certain periods of time during which maintenance is being conducted.

No activity will be permitted which is in violation of local, state, or federal law.

Article 3.3 & 3.4 of the Master Agreement between Tracy Unified School District and the California School Employees Association (CSEA) prohibits the use of volunteer, non-paid workers and students from conducting work normally or customarily performed by CSEA employees unless formally reviewed and approved in advance. This applies to use of kitchen facilities and food services equipment.

Car Washes are not permitted due to Environmental Protection Agency Storm Water Drain Regulations.

Tracy Unified School District parking lots are to be used only for parking and ancillary activities associated with other pre-approved uses of district facilities listed in attachment B, Schedule of Community Rental Fees. There shall be no parking of any non-district vehicle on Tracy Unified School District Property other than in designated parking lot areas. Tracy Unified School District parking lots are to be used only for parking and ancillary activities associated with other pre-approved uses of district facilities listed in attachment B, Schedule of Community Rental Fees. There shall be no parking of any non-district vehicle on Tracy Unified School District Property other than in designated parking lot areas.

COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

Tobacco use in any form is prohibited at all times, including weekends and evenings, on all property owned or operated by the TUSD. This prohibition includes, but is not limited to, all buildings, parking lots, vehicles parked in parking lots, athletic fields, and patio areas.

Possession or consumption of alcohol, drugs and firearms or explosives is prohibited at all times on TUSD property, including vehicles parked on TUSD property.

No activity which involves an open flame is allowed inside a Tracy Unified School District building, with the exception of flames instructional uses, such as the use of Bunsen Burners in science classes, or the use of Sterno to heat for food being served from chafing dishes, and in that case only when operated by employees of the Food Services Department.

No Flames may be used on Tracy Unified School District property on outside facilities with the exception of authorized barbeques, and the authorized use of candles or luminaries. Contained blazes generated by the Tracy Fire Department for training purposes may also be authorized. Users conducting activities which include barbeques, candles, or luminaries shall not use flames within ten (10) feet of any combustible material or building, and there shall be available for use a fire extinguisher. Users of flames must follow safety procedures recommended by public safety agencies. Barbeques must be operated by adults only.

The California Food and Agricultural Code, section 13186, and the California Code of Regulations, limits the use of pesticides, chemicals, and cleaning products on school sites, and mandates specific reporting responsibilities to any person who applies these types of products on school premises. Therefore, facility users are prohibited from applying pesticides, chemicals, or cleaning products to district facilities or grounds.

No part of the buildings may be entered or used which are not specifically listed on the approved application.

The organization shall, as a condition of use, agree to be held financially responsible in the cause of loss or damage to TUSD property. The organization shall never leave a rented building or stadium unattended and will be held financially responsible in the event of loss or damage to TUSD property.

An approved application may be revoked with reasonable notice when TUSD facilities are needed for TUSD purposes as described in tier 1 of the following section of this administrative regulation.

Permission to use TUSD facilities for a period exceeding one fiscal year, shall not afford to any person or organization a real or implied monopoly. However, within the given tier structure defined below, the City of Tracy will be given priority over other non-district users when assigning new uses at the end of one year's use.

COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

Churches, religious groups and sectarian organizations with no suitable meeting place may occasionally use TUSD facilities for religious services for temporary periods on a one time or renewable basis. A charge will be made for each use.

Prioritization and Fees

Groups requesting use of Tracy Unified School District Facilities shall fall into one of six general tiers. Tiers are organized from highest priority to lowest priority with tier one having the highest priority and tier six having the lowest priority. Each tier has an associated fee schedule and requirement for insurance which is described in section II. Tiers are described as follows:

Tier 1: EDUCATION OF DISTRICT STUDENTS

1. Curricular, co-curricular, and extra-curricular school events of any official Tracy Unified School District course, team or activity group (provide list), and no participation fee is charged.
2. Also, co-curricular and extra-curricular events involving Tracy Unified School District students from schools other than the sponsoring school, and from which all proceeds are collected into and expended from the school site Associated Student Body fund, and at which the custodial costs are mitigated by a district administrator or certificated employee opening, closing, and ensuring the facility is cleaned, and from which all proceeds go to the school site for use, and at which all labor, including any coaching, is voluntary and not paid.
3. Events officially sponsored by the School Board in support of the District's Service Learning Program, and at which the custodial costs are mitigated by a district administrator or certificated employee opening, closing, and ensuring the facility is cleaned, and for which no heating, ventilation, or air conditioning is to be provided.
4. And, official school parent club, PTA, and district sponsored foundation meetings in which only non-risk activities take place. (High risk activities include athletic events, outside vendors, cooking, serving food, dancing, etc. Note extreme hazardous risks include: trampolines, bungees, and jumping devices, fireworks viewing, aircraft, parachutes, domesticated or wild animals, rodeo, racing, circuses. These extreme high risk uses require additional insurance as described later. Food and fund raising vendors must be appropriately licensed and have insurance which includes a certificate designating the district as an "additional insured".)
5. In addition to these uses, and because it is considered the civic duty of the school district, Tracy Community Council of United Way meetings conducted during the normal work day and for which there are no costs to the district, and the San Joaquin County Registrar of Voters election polls, are included in this tier.
6. The Annual Relay for Life Event. The district provides no additional paid staffing or overtime for this event. However, the district provides equipment, lighting, and coordination of the event. Fundraising activities and meetings in preparation for this annual event are tier 5.
7. The Mayor's Community Youth Support Network Basketball Program at Williams School.
8. The Tracy Learning Center for student athletic events which cannot reasonably be conducted at their own facilities, and which do not conflict with Tracy Unified School

COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

District scheduled curricular, co-curricular, and extra-curricular events. The charter school is expected to pay for all the additional costs that are required for using a facility, e.g. custodians at football games.

Example: Adult Education program, High School Athletic teams, debate, drama, IB, Ag, FFA, AP, choir, band, space and engineering academy, employee associations, Brighter Christmas, etc., parent clubs, parent teacher associations, school community advisory groups, San Joaquin County Registrar of Voters, US Census Bureau (if meeting is conducted on normal school day, and concludes before 10:00 pm), and Delta Blood Bank.

Tier 1A: EDUCATION OF DISTRICT STUDENTS with requirements

Extra-curricular school events of any official Tracy Unified School District course, team or activity group (provide list) after regular school hours. The event is expected to provide insurance policy and pay weekend custodial fees.

Example: Sport Camps (High School basketball, volleyball, etc.)

Tier 2: NON-CURRICULAR DIRECT SUPPORT OF DISTRICT STUDENTS

1. City sponsored after-school programs during the normal school year of each school, and which provides daycare and other services to K-8 students covered by the district insurance policy. [Note: these activities require a certificate of insurance from City of Tracy.]
2. American Red Cross and for mass care welfare shelters during disasters or other emergencies affecting the public health and welfare.
3. Official school parent club and PTA activities in which high risk activities take place.

Example: City After School programs, Boys and Girls Club, Girl Scouts, Boy Scouts, Campfire Girls, 4H, American Red Cross Shelter, Tracy Community Council of United Way events for public health and welfare, Sister City Schools.

Tier 3: NON-CURRICULAR INDIRECT SUPPORT OF DISTRICT STUDENTS

Non-curricular events, programs, services and activities, sponsored by a non-district non-profit organization (Kiwanis, Lions, Rotary, etc. provide list) in which participants are NOT covered by the TUSD insurance policy and from which proceeds are returned to schools or scholarships for students in schools in the form of donations. Users in this tier must provide an accounting of revenues, expenditures, and donation amount to serve as a back-up document validating that proceeds are being returned to schools.

Example: Junior Miss, Delta College, Tracy African American Association, Tracy Latin Athletic Club Pancake Breakfast, Elks, Tracy Peaker Power Plant Over site Committee.

Tier 4: YOUTH RECREATION

Supervised youth recreational activities sponsored by official youth organizations, leagues, or the City of Tracy, and serving the residents of the Tracy Unified School District.

COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

Example: Football (Raiders, Cougars, Buccaneers), Baseball & Softball (Little League, Babe Ruth, ASSA, Liberty, Tracy Express, Delta Rebels, Cardinals, Outlaws, West Coast, Delta Charter), Soccer (TYSL), Swimming (Tritons), Basketball (National Junior Basketball, Cyclones), City Summer Day Camp, City Art Camp.

Tier 5: OTHER NON-PROFIT USES OF FACILITIES

1. Adult recreational activities sponsored by official non-profit organizations or leagues, or the City of Tracy, and serving the residents of the Tracy Unified School District.
2. Administration of examinations for the selection of personnel by public agencies.
3. Conduct of religious services for temporary periods (renewal at least annually) on a one-time or a renewable basis, by any Tracy-based church or religious organization that has no suitable meeting place for the conduct of services.

Example: Old Timer Baseball, Adult Soccer, State & Federal Government, McHenry House, University of San Diego for Teacher Staff Development programs, Tracy Interfaith Ministries, Sutter Hospital, Tracy Community Band, Churches, McHenry House "Kids in a Box", fundraising activities and meetings in preparation for Relay for Life, supervised youth recreational activities sponsored by official youth organizations or leagues, serving youths who live outside the boundaries of the Tracy Unified School District.

Tier 6: FOR PROFIT ORGANIZATIONS OR NOT FOR PROFIT ORGANIZATIONS SCHEDULING ACTIVITIES IN WHICH A PARTICIPATION, ADMISSION, OR ENTRY FEE IS CHARGED

As per Education Code 38134 (e), entertainment, functions or meetings where admission fees are charged or contributions are solicited and where the net receipts are not expended for the welfare of the pupils of the District, or for charitable purposes, a charge shall be levied for the use of school facilities or grounds which shall be equal to fair rental value.

Example: Tracy Community Theater, Vintage Productions, private colleges, private business, CDI, Utility Companies, Chamber of Commerce fireworks, USA Volleyball, University of San Diego for non-teacher staff development programs, Saint Mary's, University of LaVerne.

CUSTODIAL FEES

If a custodian is called off his normal work routine, or is called back to work after completion of his regular assignment to provide services to facility users, the district will charge the user a minimum of two hours of custodial fees.

If a use occurs during school hours, the custodian will open and close, but will do no set-up. If set-up is required, a custodial fee will be charged.

OPENING AND CLOSING

A select list of Administrators and/or Certificated employees/teachers, approved in advance by the Facility Use Committee, may open and close at the site at which they are assigned on

COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

their regular workday if they are certified by the facility use staff at the district office to be properly trained. Training Certification will include:

1. Facility Use Policy and Administrative Regulation
2. Restroom cleanliness standards and procedures
3. Blood Borne Pathogens
4. Hazardous Materials Safety
5. Asbestos safety
6. Fire safety and response
7. Use of district keys
8. Use of site alarm system
9. Heating, Ventilation, and Air Conditioning (HVAC) bypass timers
10. Pre- and Post-Inspections

The administrator and/or teacher will ensure the facility is cleaned after the event. Otherwise, a custodian will be assigned to the event at the cost of the user.

In order to comply with negotiated terms between Tracy Unified School District and the California Schools Employee Association, a greater fee (\$50.00 per hour) will be charged for custodial opening and closing services on the following holidays:

- New Year's Day
- Christmas Day
- Thanksgiving Day
- Easter
- Fourth of July

INSURANCE REQUIREMENTS AND FEES

When individuals or groups request use of Tracy Unified School District facilities or grounds, it is important that all reasonable and available protective measures be taken to avoid liability and minimize the district property and liability loss potential. Specific requirements for each category appear below.

A Certificate of Insurance must accompany a Facilities Use Request. In addition to the certificate of insurance, an endorsement must be attached naming Tracy Unified School District as an additional insured. Renters are required to use Accord Forms available through insurance agents. The standard minimum coverage required is \$1,000,000 combined single limit or \$500,000 per person, \$1 million per occurrence, and \$100,000 for property damage. The district reserves the right to adjust its insurance requirements as needed.

The Certificate of Insurance must include all of the following:

- Name of insured (must match name on Facility Use Application)
- The statement: "Naming Tracy Unified School District, its employees, officers, board of directors, and agents, as additional insured, under the above captioned policy."
- Location(s) - School Name and Address

COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

- Date(s) of rental. For occasional use, list specific dates. For continual use, list start date and end date.
- Cancellation clause including 30-day notice

The endorsement will be a separate page and should be attached to the certificate of insurance.

Any extreme hazardous risks (example trampolines, bungees, and jumping devices, fireworks, aircraft, parachutes, domesticated or wild animals, rodeo, racing, circuses, climbing walls, deep fat fryers) will require prior approval by the three member facility use committee described later in this policy in the section entitled "Exceptions." These uses will require \$5,000,000 combined single limit insurance.

DOMESTICATED OR WILD ANIMALS

Before allowing domesticated or wild animals on district property, prior approval is required by the Tracy Unified School District. In addition to the certificate of insurance, an endorsement must be attached naming Tracy Unified School District as an additional insured. Users are required to use Accord Forms available through insurance agents. The special minimum coverage required for this type of usage is \$5,000,000 combined single limit. The district reserves the right to adjust its insurance requirements as needed. No person shall cause or permit pets or animals to be on school grounds or in school/district facilities, although no part of the policy shall prohibit the appropriate use or access of legally approved/supervised service animals. With prior consent of the superintendent or designee, working animals shall be permitted limited access as appropriate.

LIFE GUARD CERTIFICATION

If use of a Tracy Unified School District pool is requested, the user must provide a qualified lifeguard to supervise the events. The lifeguard must be at least 15 years of age, and maintain and possess a current certification in Lifeguard training and CPR for the Professional Rescuer and First Aid. The lifeguard must provide proof he or she has passed a water skills test. One lifeguard is required for every 50 swimmers.

POOL USERS

Facility Users renting pools are required to carry a cell phone. Land line phones are not available in pool areas. No food, drinks, or glass allowed. Plastic water bottles only. Should you require the use of a lift device to gain pool access please contract any lifeguard. One lifeguard is required for every 50 swimmers.

Facility Users renting Kimball High School pool are required to provide their own portable toilets and garbage dumpsters. There is no access to rest rooms.

HIGH SCHOOL STADIUMS

Facility User provides their own portable toilet service and arranges delivery time and placement area prior to scheduling with the high school Business Site Manager. American flags are not provided to facility users. No food or drink is allowed on artificial turfs. Water

COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

bottles only. Sunflower seeds or gum are not permitted in the stadium. No PA speaker sound before 10:00 am or after 9:00 pm. PA equipment shall be operated by adults only. No access to volume adjustment. No vehicles in stadium except emergency vehicles. No outside soccer goal pegs in turf.

HIGH SCHOOL GYMNASIUMS

Food and drinks (water included) are prohibited in all main and sub-gymnasiums.

FEES

The following fee schedule is based on like facilities being used for different types of groups and activities delineated by district goals and proscriptions of the civic center act. Priority is given to school events, then to youth events, and then to non-youth events.

For purposes of charging fees, "hours used" will be rounded to the next higher half hour.

Charges will be made, as provided by law and as outlined below, for any additional cost such as audio/visual equipment, supplies, utilities, custodial services and salaries paid to district employees which are necessitated by the organization's use of the facilities and grounds.

The Administrative Fee assigned for tiers 2-6 will be charged for each "Processing Event". A "Processing Event" is defined as submission of any number of forms at any number of facilities, which are submitted to the district at one time. For example, if a sports group plans to have activities over a three month time period and located at five different school sites, if the entire package of forms is submitted at the same time, only one administrative fee will be charged. If, however, an additional form is submitted later, or if a change to the original plan is requested, the fee will also be charged for that processing event.

SCHEDULING

It is the user's responsibility to allow sufficient time to set-up and clean up the facility. These hours must be included in the rental period. Custodians only provide approved requested equipment - they do not set-up for your event. Trash should be bagged and placed in the trash receptacles. You are responsible for collecting and disposing of litter, trash, or garbage generated by your activity that does not fit into the receptacles provided. The user will be charged the actual cost of cleanup if litter, trash, or garbage remains on campus. The rented area should be left in the same condition in which you arrived. Organizations shall never leave a rented building or stadium unattended and will be held financially responsible in the event of loss or damage to TUSD property. High School facilities are not available during the last week neither of school nor on graduation days. Permission to use TUSD facilities for a period exceeding one fiscal year shall not afford to any person or organization a real or implied monopoly.

CANCELLATION

Because the District must process applications and schedule staff to open and close the facilities, cancellations must be made 72 hours (3 days) in advance of a scheduled event. Events which are not cancelled within 72 hours for which no notification is made shall forfeit all fees. Facility Users are allowed (2) revisions (changes or cancellations) to an approved permit per year. Any additional changes will be charged an administrative fee of

COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

\$48.13. New dates cannot be added to an approved permit and will require a new application.

Cancellations may be made up to 24 hours after an outside event when a rainout occurs and when no cost of labor or utilities is incurred by the district.

Tracy Unified School District reserves the right to cancel scheduled facility use activities to perform scheduled or emergency maintenance of district facilities and grounds.

FEES AND INSURANCE REQUIREMENTS

	FEES	INSURANCE REQUIREMENT
Tier 1	None	None
Tier 1A	1. Staff time (custodial and other direct support of the use) outside normal work hours.	Users in this tier will provide a Certificate of Insurance including a statement to hold the district harmless and indemnification
Tier 2	2. Utilities after 6:15 pm and before 7:00 am, and on non-school days. 3. Staff time (custodial and other direct support of the use) outside normal work hours. 4. Administration of managing the facility use program. 5. Security Deposit See exhibit b	Users in this tier will provide a Certificate of Insurance including a statement to hold the district harmless and indemnification
Tier 3	1. Utilities. 2. Staff time (custodial and other direct support of the use) outside normal work hours. 3. Administration of managing the facility use program. 4. Security Deposit Note: as an internal control measure, those organizations using facilities to generate funds for school use, must be pre-approved by the site ASB, and must complete and submit a revenue potential form to the site ASB. A copy of the approved revenue potential will be attached to the facility use request form. See exhibit b	Users in this tier will provide a Certificate of Insurance including a statement to hold the district harmless and indemnification
Tier 4	1. Utilities. 2. Staff time (custodial and other direct	Users in this tier will provide a Certificate of Insurance

COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

	support of the use) outside normal work hours. 3. Administration of managing the facility use program. 4. Wear and Tear on facilities and grounds. 5. Security Deposit See exhibit b	including a statement to hold the district harmless and indemnification
Tier 5	1. Utilities. 2. Staff time (custodial and other direct support of the use) outside normal work hours. 3. Administration of managing the facility use program. 4. Wear and Tear on facilities and grounds. 5. Security Deposit See exhibit b	Users in this tier will provide a Certificate of Insurance including a statement to hold the district harmless and indemnification
Tier 6	1. Utilities. 2. Staff time (custodial and other direct support of the use) outside normal work hours. 3. Administration of managing the facility use program. 4. Wear and Tear on facilities and grounds. 5. A fair rental fee 6. Security Deposit See exhibit b	Users in this tier will provide a Certificate of Insurance including a statement to assume "any and all liabilities, regardless of cause..." and provide an additional insured endorsement to their liability policy naming the district as an additional insured with no restrictions.

EXCEPTIONS/FACILITY USE COMMITTEE

A committee, known as the Tracy Unified School District Facility Use Committee, consisting of three elected members of the Tracy Unified School District board of trustees shall be formed to review, accept, or reject all requests for exceptions. The Associate Superintendent for Business Services will act as the convener of this committee. This committee will review and make the final decision on appeals made relating to specific uses. Exceptions to the stated tier and pricing structure stated above may be granted for two purposes:

1. The activity is deemed to fit within a different tier than originally assigned and/or the activity is a curricular, co-curricular, or extra-curricular school event.
2. The user group will substitute activities, services, and/or items of equal value as a form of payment for facility or field use.

IN-KIND SERVICES

COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

The district recognizes the desire by individuals, student groups, community groups, and facility use groups to offer in-kind services of work in order to perform incidental or cosmetic type work to school fields in an order to improve the appearance or functionality of those district assets.

In-Kind Services and improvements to outside fields, which mitigate the wear and tear on, or improve the maintenance of those fields, may be accepted in lieu of fees with prior written approval of this committee. In-kind payment requests must include a letter detailing the in-kind services to be offered, the benefit to the school district, and a completed attachment D.

All donated work shall require formal district review and approval, including a required plans, permits and inspections.

The district may participate in public service programs sponsored by local, state and federal agencies, including programs charged with performing incidental or cosmetic type work in an effort to improve the appearance of school facilities. Such programs may not result in the layoff or reduction of bargaining unit employees or positions.

The district shall notify the local CSEA bargaining group in writing of all such projects a minimum of ten (10) working days prior to the implementation of the work.

CONDITIONS OF USE:

All conditions including insurance, hold harmless, fees, etc., must be met prior to receiving confirmation of permission to use facilities.

Facility users must be aware of the location of emergency exits at all times.

Applicants shall be notified in writing whether the request is approved or denied. If approved, a completed copy of the application together with any special requirements shall be faxed or mailed to the applicant.

For user group Tier 1 where no fees are charged, there shall be an employee of the TUSD in charge whose duties shall include the opening and closing of buildings and grounds, the operation of mechanical systems, and the enforcement of regulations and prevention of disturbances.

The use of the TUSD facilities shall not be granted to individuals or unrecognized groups for personal or private functions.

Using organizations shall be responsible for the control and supervision of all persons in attendance during the use of TUSD facilities. TUSD shall require security as a condition of use whenever it is deemed to be in the TUSD best interests.

Keys required to carry out any and all activities shall remain in the possession of authorized TUSD employees. Keys shall not be turned over to individuals, organizations, clubs,

COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

associations, etc. Buildings shall be opened, attended, and closed by an authorized employee of the TUSD.

Groups using TUSD facilities shall be responsible for the condition in which they leave the facilities. The rented area should be left in the same condition in which you arrived. Custodians only provide approved requested equipment – they do not set-up for your event. Any abuse or misuse of facilities, including playing fields, shall be reported immediately to the Director of Maintenance. The applicant agrees to reimburse Tracy Unified School District for all costs incurred in repairing damages including, but not limited to the facility, furnishings, fixtures, grounds, and/or additional cleaning/litter removal required outside of the normal scope for said facility, which occurred in connection with the permitted activity and caused by the renter, sponsoring organizations, and/or attendees. Reimbursement for such expenses will be in addition to the security deposit. Failure to pay immediately for damage shall be grounds for denial of future facility requests. Any abuse or misuse of TUSD facilities may be grounds for refusal of future facility requests.

No structural or mechanical apparatus may be erected, nor any electrical, mechanical, structural, nor physical changes made to any existing facilities or grounds on TUSD property, without specific written approval by the TUSD representative approving the Application of the Use of TUSD facilities. Any organization found in violation of this paragraph will be reviewed by the Facilities three member facility use committee which will determine the consequences, which, depending on the circumstances, may include suspension from facility use activities for greater than a twelve month period of time. Persons and organizations granted the use of TUSD facilities shall assume full responsibility for compliance with all applicable state and local fire, health, and safety laws and regulations.

All draperies, hangings, curtains, drops, and all decorative materials used with or upon the TUSD buildings and grounds, shall be made or treated with flame-retardant process approved by the State Fire Marshall. Any materials placed on the walls during meeting shall be attached with masking tape. Push pins, nails, staples or any materials which might leave marks or holes are strictly prohibited. All groups are expected to clean the rooms and/or fields used and return them to the condition they were in when they arrived or pay a cleaning fee equal to the cost of district expenses. Cooking is strictly prohibited unless a TUSD food service worker is hired to supervise the work.

Failure to meet these requirements may result in loss of the privilege of facility use.

The Superintendent shall have the right to revoke permission for use of the TUSD facility at any time when it is deemed in the best interest of the TUSD.

Reports Required

Community users in tier 3 must provide an accounting of revenues, expenditures, and donation amount to serve as a back-up document validating that proceeds are being returned to schools.

COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

Record Retention

Community rental of school district facilities records will be maintained for three years.

Approved by Administrator of Division

Associate Superintendent for Business Services

TUSD Acknowledged: June 22, 2010

COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

Attachment B: Schedule of Community Rental Fees

Rooms	Utilities / Hr	Wear & Tear/ Hr	Custodial / Staff/ Hr	Administrative Cost/Processing Timeframe or Change	Tier 6 Fair Rental Markup/ Hr
Classroom	\$ 0.90	\$16.50	\$33.29	\$48.13	\$66.00
Elementary Multi-Purpose Room	\$ 2.33	\$16.50	\$33.29	\$48.13	\$66.00
Library	\$ 2.33	\$16.50	\$33.29	\$48.13	\$66.00
Cafeteria	\$ 4.98	\$16.50	\$33.29	\$48.13	\$66.00
Kitchen – Elementary	\$ 5.50	\$16.50	\$33.29	\$48.13	\$66.00
Kitchen – Secondary	\$16.50	\$16.50	\$33.29	\$48.13	\$66.00
Middle School (MS)				\$48.13	
Gymnasium	\$ 8.94	\$16.50	\$33.29		\$66.00
MS Multi-Purpose Room	\$ 8.94	\$16.50	\$33.29	\$48.13	\$66.00
High School (HS) Dance Room	\$ 2.33	\$16.50	\$33.29	\$48.13	\$66.00
HS Teacher Lounge	\$ 2.33	\$16.50	\$33.29	\$48.13	\$66.00
HS Theater	\$ 8.81	\$16.50	\$33.29	\$48.13	\$66.00
Theater Sound Room/Lighting	\$10.00				
Theater Dressing Room	\$ 0.90	\$16.50	\$33.29	\$48.13	\$66.00
Theater Classrooms	\$ 0.90	\$16.50	\$33.29	\$48.13	\$66.00
HS Cafeteria	\$ 7.18	\$16.50	\$33.29	\$48.13	\$66.00
HS Gymnasium	\$ 9.18	\$16.50	\$33.29	\$48.13	\$66.00
HS Sub Gym/Small Gym	\$ 8.94	\$16.50	\$33.29	\$48.13	\$66.00
HS Weight Room	\$ 0.90	\$16.50	\$33.29	\$48.13	\$66.00
Tracy High Pool w/o Lights	\$18.01	\$0	\$33.29	\$48.13	\$66.00
Tracy High Pool with Lights	\$33.01	\$0	\$33.29	\$48.13	\$66.00
West High Pool w/o Lights**	\$36.02	\$0	\$33.29	\$48.13	\$66.00
West High Pool with Lights**	\$50.00	\$0	\$33.29	\$48.13	\$66.00
Kimball High Pool w/o Light	\$18.01	\$0	\$33.29	\$48.13	\$66.00
Kimball High Pool with Lights	\$33.01	\$0	\$33.29	\$48.13	\$66.00
District Education Center. Board				\$48.13	
Room (no technology)	\$ 2.33	\$16.50	\$33.29		\$66.00
District Education Center				\$48.13	
General Conference Room	\$ 0.90	\$16.50	\$33.29		\$66.00

COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

Rooms	Utilities / Hr	Wear & Tear/ Hr	Custodial/ Staff/ Hr	Administrative Cost/Processin g Timeframe or Change	Tier 6 Fair Rental Markup/ Hr
Grass Covered Baseball Practice Areas (**see note at bottom of page)		\$ 2.75		\$48.13	\$66.00
Baseball Field (all ages)		\$ 5.50		\$48.13	\$66.00
Softball Practice Field		\$ 5.50		\$48.13	\$66.00
Softball Field		\$ 5.50		\$48.13	\$66.00
Soccer Fields available to all ages (maximum wear and tear fee \$50.00 per day)		\$ 7.15		\$48.13	\$66.00
Football Practice Field (maximum wear and tear fee \$275/day)		\$ 7.15		\$48.13	\$66.00
Football Stadium (Includes use of snack bar. Cost of lights is additional. Maximum wear and tear fee \$770/day)****		\$77.00	\$33.29***	\$48.13	\$66.00
Football Field Line Painting			\$33.29	\$48.13	
Football Field Lights	\$11.01				
Tennis Courts		\$ 5.50	\$33.29	\$48.13	\$66.00
Track (Williams Middle School)		\$ 5.50		\$48.13	

**The West High Pool has priority of use on weekends from the Memorial Day weekend through the Labor Day weekend, and weekdays from the final regular school day of the school year, through the first return day of the new school year. Facility Use requests during these dates should be made directly to the City of Tracy. With prior approval, the West High pool may be shared by two user groups, and the cost may be shared.

***Not to exceed \$750 per practice field for a season.

****To supervise use of the facility and protect against damage, a custodian is required to be present starting one hour before the use begins, remain present during the use, and be present one hour after the use.

See following pages for different breakdowns of costs under different scenarios.

Note: Proceeds from Cost Per Head, and Fair Rental Markup will be split equally between the district and the site used to mitigate impacts of use.

COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

A damage/security deposit of \$500.00 will be charged to any outside user prior to use of facility. This is a refundable deposit and will be refunded after use within 30 days or each season or year provided no damage occurs and all other fees have been paid.

MAXIMUM OCCUPANCY

The number of people present, at any activity, shall not exceed the posted occupancy for the room(s) used. This is FIRE REGULATION.

Site	Multi-Purpose Room	Gym	Small Gym	Theatre	Stadium	Pool
Bohn	567					
Central	507					
Freiler	698					
Hirsch	567					
Jacobson	567					
Kelly	719					
Kimball High	410	2318	521	400	3706	132
McKinley	427					
Monte Vista	558					
North	645					
Poet Christian	567					
South/ West Park	857					
Stein	572					
Tracy High	1173	1670	700	325	3753	116
Villalovoz	561					
West High	653	2680	418		4159	260
Williams	648		598			

COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

A breakdown of types of fields available at each site is included below:

Types of Fields Available At Each Site

Site	Small Baseball < 10	Small Base ball < 12	Base ball	Soft ball Practice	Soft ball	Soccer	Football Practice	Stadium
Bohn		3 (*2)				2	2	
Central		2 (*2)				1	1	
Freiler	2 (*2)					0	0	
Hirsch	4 (*4)					1	1	
Jacobson	1 (*1)	3				1	1	
Kelly								
Kimball High			2		2	1		1
McKinley	5 (*5)					2	2	
Monte Vista			6 (*1)			1	1	
North	3					0	0	
Poet Christian		2 (*2)				1	1	
South/ West Park				1	2	1	1	
Stein								
Tracy High			3 (*2)			3	3	1
Villalovoz					2	1	1	
West High			2 (*1)		2	2	2	1
Williams					5	1	1	

*grassy fields

COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

Attachment C: Room Use and Clean-Up Check List

Room Cleaning Checklist Before Use

Please acknowledge that food and drinks (water included) are prohibited in the school's main and sub-gymnasiums (WHS, THS, McKinley and North Elementary) that have wood flooring. Also, facility users must be aware of the location of emergency exits at all times.

Site: _____ Date: _____ Time: _____

Signature of Authorized District Employee Opening and Closing Facility: _____

Organization Name: _____

Signature of Responsible Group Representative: _____

Actual Custodial hours worked Opening _____

Actual Custodial hours worked Closing _____

CONDITION OF PREMISES BEFORE USE:

	Clean	No Damage	Exceptions Noted
Cafeteria	()	()	()
Kitchen	()	()	()
Gymnasium	()	()	()
Multi-Purpose Room	()	()	()
Library	()	()	()
Pool Area	()	()	()
Locker Room	()	()	()
Classroom	()	()	()
Restrooms	()	()	()
Fields	()	()	()
_____	()	()	()
_____	()	()	()
_____	()	()	()

Complete Page 2 – Check-Out and

Return to Maintenance and Operations Department-Facility Use-fax# 209-830-3259

COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**Attachment C: Room Use and Clean-Up Check List (Continued)****Room Cleaning Checklist After Use**

Tracy Unified School District will provide paper towels, bathroom tissue, and plastic garbage bags. As a part of the custodial staffing cost, the Tracy Unified School District will clean bathrooms, empty garbage cans, sweep floors, and replace paper products. All other cleaning is the responsibility of the renter. The following checklist describes the cleaning responsibilities of the renter. If the custodian is required to spend more than the minimum two hour allotment, the user will be billed at the rate stated in this administrative regulation. Custodians must have permission granted by a district administrator authorized to expend funds from the facility use budget.

- _____ 1. Decorations removed from all walls and ceilings and properly disposed of at the completion of the function.
- _____ 2. Tables and chairs wiped off, stacked neatly, and put away.
- _____ 3. All trash bagged and placed in the trash cans provided by the district.
- _____ 4. Rooms, hallways, and other rooms as needed cleaned of food and trash.
- _____ 5. Restrooms cleaned and toilet seats flushed.
- _____ 6. All debris around exterior of building (walkways and planted areas) disposed of properly.
- _____ 7. Damage to facility, equipment, property or persons.
- _____ 8. Field Use – no damage or no trash.

Describe problems:

Custodian: _____

Date: _____

Facility User: _____

Date: _____

Time: _____

Return to Maintenance and Operations-Facility Use Department

Facility Use-(209) 830-3297, Fax# (209) 830-3259

Over time authorization: Bill Willner: 321-0469, Al Faria: 321-0349 Bob Corsaro: 321-1478

COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

Attachment D: In-Kind Services Estimate Documentation Form

The Tracy Unified School District Facility Use Sub-Committee will review all requests for approval or denial on all site improvements

Organization Name		Contact Person		Phone No	
School		Location/Area			
Job Description					
Start Date		Completion Date			
Contractor and Contact Information					
DESCRIPTION	QUANTITY	MATERIALS	LABOR	SUB-CONTRACT	TOTAL
					\$
					\$
					\$
					\$
					\$
					\$
TOTAL AMOUNT REQUESTED					\$

DISTRICT APPROVALS (for office use only):

Facility Use Director	✓	Date
Maintenance Director	✓	Date
Facilities Director	✓	Date
Principal	✓	Date
CSEA Union	✓	Date
Associate Superintendent of Business Services	✓	Date
Facility Use Department/Recipients	✓	Date
Board Approved		Date



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
Date: September 28, 2010
Re: Acknowledge Administrative Regulation 5116.1, Intradistrict Open Enrollment (First Reading)

Background: The Board of Trustees is required to annually review enrollment options.

Rationale: Changes need to be reviewed with the Board of Trustees. It is important that the Intradistrict Open Enrollment is reviewed yearly for accuracy and compliance with new policies and laws. The proposed changes are then presented to the Board for approval. This agenda item meets Strategic Goal #1-Provide a variety of learning opportunities through standards based curriculum and assessment that ensures that all students meet or exceed grade level standards and results in closing the achievement gap.

Funding: N/A

Recommendation: Acknowledge Administrative Regulation 5116.1, Intradistrict Open Enrollment (First Reading)

Prepared by: Paul E. Hall, Director of Student Services and 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 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.

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.**

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.

c. 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.**

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

An Intradistrict 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.

e. Intradistrict 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.

INTRADISTRICT OPEN ENROLLMENT

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.

f. 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.

g. 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.

h. Voluntary Transfer to On-site Alternative Education Programs

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

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

Before students under the age of eighteen (18) transfers to an adult school program on a full-time basis, they must comply with the following requirements:

j. Transferring an Alternative Education Student to a Comprehensive High school

Before being transferred to one of the District's comprehensive high schools, a student who was involuntarily transferred to the continuation school must attend at least one (1) quarter at continuation and meet the following conditions:

3. 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

INTRADISTRICT OPEN ENROLLMENT

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

1. Parents/guardians who desire to transfer their child out of a "persistently dangerous" school shall provide written notification 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.

2. The Superintendent or designee may establish a reasonable timeline, not to exceed seven school days, for the submission of parent/guardian requests.

3. 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.

4. For students who 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.

5. If parents/guardians decline the assigned school, the student may remain in his/her current school.

6. The transfer shall remain in effect as long as the student's school of origin is identified as "persistently dangerous."

7. 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.

INTRADISTRICT OPEN ENROLLMENT**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.
5. Applicants who receive approval must confirm their enrollment within ~~seven~~ **ten** calendar days.
6. Once a student/parent/guardian accepts a transfer it can not be rescinded for a period of one year.
7. A student shall not be required to reapply for readmission annually by January 1. However, the student's request may be subject to displacement/denial due to excessive enrollment.
8. When the day care of a **special-needs** student can be provided only within the boundaries of the school of proposed attendance.
9. When parents/legal guardians anticipate a change of residence during the school term and can provide written verification of the address to which they are moving, to permit enrollment pending the actual move.
10. When concern exists for a student's welfare (written verification required). Juvenile court cases, special mental or physical health needs, safety needs, and disciplinary cases will be considered.

D. High School Students (Incoming 9th through 12th grade) Intra District Procedures

1. Student transportation is the responsibility of the parent.
2. All incoming High School Students must register at their zoned school.

INTRADISTRICT OPEN ENROLLMENT

3. If they are interested in another high school, then students must contact program/pathway coordinator for application process.
4. **The student must meet the qualifications and be accepted into the academy.**
5. Applications must be made at the school of choice during the designated open enrollment period, for possible placement for the fall semester of the next school year.
6. If accepted by the program/pathway student will receive a High School Intra District approved by the program/pathway coordinator and must be delivered to Student Services by March 1st.
7. Once a student/parent/guardian accepts a transfer it can not be rescinded for a period of one year.
8. The principal shall maintain an up to date list of those students attending their school because of choice.
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.

INTRADISTRICT OPEN ENROLLMENT

- 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 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:

INTRADISTRICT OPEN ENROLLMENT

- 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.

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.

INTRADISTRICT OPEN ENROLLMENT

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.

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
7. 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.

INTRADISTRICT OPEN ENROLLMENT

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.
4. Accumulate not less than thirty (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.

INTRADISTRICT OPEN ENROLLMENT

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

M. Intradistrict Permits and Sports

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

N. Parent Appeals**Regarding Intradistrict Transfers at Comprehensive Schools**

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

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

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

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

O. Involuntary Transfer Appeals

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

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

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reasons for the proposed transfer;

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

Revised: Draft 9/28/10



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From:  Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
Date: September 28, 2010
Re: Acknowledge Administrative Regulation 5117, Interdistrict Attendance Agreement (First Reading)

Background: The Board of Trustees is required to annually review enrollment options.

Rationale: Changes need to be reviewed with the Board of Trustees. It is important that the Interdistrict Attendance Agreement is reviewed yearly for accuracy and compliance with new policies and laws. The proposed changes are then presented to the Board for approval. This agenda item meets Strategic Goal #1-Provide a variety of learning opportunities through standards based curriculum and assessment that ensures that all students meet or exceed grade level standards and results in closing the achievement gap.

Funding: N/A

Recommendation: Acknowledge Administrative Regulation 5117, Interdistrict Attendance Agreement (First Reading)

Prepared by: Paul E. Hall, Director of Student Services and Curriculum

INTERDISTRICT ATTENDANCE AGREEMENT

A. Purpose and Scope

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

B. General

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

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

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

C. Procedure

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

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

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

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

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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. 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)
2. To meet a child's special mental or physical health needs, as certified by a physician, school psychologist or other appropriate school personnel.
3. When the student has 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.
4. To allow students to remain with a class graduating that year from junior or senior high school.

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5. 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.
6. 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.
7. When there is valid interest in a particular educational program not offered in the district of residency.
8. To provide a change in school environment for reasons of personal and social adjustment.
 - a. Inter-district attendance agreements or applications shall not be required for students enrolling in an ROC or ROP program. (Education Code 52317)
 - b. A student's inter-district agreement may be revoked because of excessive truancy or continual disruption of the educational program.
 - 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

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

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another public school served by the school district of residence or to another school district.

F. Parent Appeals**Rulings on Denial of Enrollment****Open Enrollment Act (Romero)**

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 Inter-district 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)

TUSD Acknowledged: 6/9/98 10/28/10