

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, OCTOBER 26, 2010

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

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

AGENDA

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#10-11/16, 24, 25, 26, 27, 29

3.1.2 Waiver of Expulsion WE#10-11/ 2

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

3.2 Human Resources:

3.2.1 Demote Classified Employee #UCL-141

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

3.2.2 Public Employee Evaluation

Title: Superintendent

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

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

3.2.4 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#10-11/16, 24, 25, 26, 27, 29

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

6b Report Out of Action Taken on Waiver of Expulsion WE#10-11/ 2

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

6c Report Out of Action Taken on Demote Classified Employee #UCL-141

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

7. Approve Regular Minutes of October 12 , 2010.

1-4

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

8. Student Representative Reports: West High: Brooke Gard; Tracy High: Taylor Bobbit; Stein High: Jason Nasiri; Kimball High: Aloukika Shah

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

9.1 Freiler 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 and Update on Tracy High School's Western Association of Schools and Colleges (WASC) Self Study 5

11.2.2 Receive Report on High School IB Psychology and Proposed Textbook Adoption 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.

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 | Approve Revolving Cash Fund Reports for September, 2010 | 9-12 |
| 13.1.3 | Approve Monthly Budget Adjustment Report for September, 2010 | 13-17 |
| 13.1.4 | Approve Accounts Payable Warrants Report for September, 2010 (Separate Cover Item) | 18 |
| 13.1.5 | Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 19-21 |
| 13.1.6 | Authorize Assistant Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment through Direct Sale to Vendor in Lieu of Disposal Expenses | 22-25 |

13.2 Educational Services:

- | | | |
|--------|--|-------|
| 13.2.1 | Approve Overnight Travel for Tom Renner, Titian Lish, Cynthia Freeberg, Hannah Garrity, Aaron Gozum, Pauline Gutierrez, Ian Nool, Emily Teixeira, and Matthew Testo to Attend the ACDA Central Region Honor Choir in Clovis, Ca, on November 18-20, 2010 | 26 |
| 13.2.2 | Approve Overnight Travel for 14 IB Academy Staff and 24 Senior IB Diploma Candidates to Point Bonita YMCA, Sausalito, CA on January 14-16 | 27 |
| 13.2.3 | Approve Overnight Travel for Tracy High School Varsity Girls' Basketball Team to Participate in the Fort Bragg High School Timberwolves Holiday Classic Basketball Tournament in Fort Bragg, CA, on December 20-22, 2010 | 28 |
| 13.2.4 | Ratify Contract with the Speech Pathology Group | 29-34 |

13.3 Human Resources:

- | | | |
|--------|--|-------|
| 13.3.1 | Approve Classified, Certificated and/or Management Employment | 35-36 |
| 13.3.2 | Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment | 37 |

- 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:** None.
- 14.2 Educational Services:**
- 14.2.1** Adopt Resolution No. 10-11 Authorizing the Approval to Enter into a Transaction with the California Department of Education for the Purpose of Providing Child Care and Development Services and to Authorize the Designated personnel to Sign Contract Documents for Fiscal Year 2010-11 **38- 39**
- Action:** Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.
- 14.2.2** Acknowledge Administrative Regulation 5116.1 Intradistrict Open Enrollment (Second Reading) **40-51**
- Action:** Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.
- 14.2.3** Acknowledge Administrative Regulation 5117 Interdistrict Attendance Agreement (Second Reading) **52-57**
- 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** November 9, 2010
- 17.2** December 14, 2010
- 17.3** January 11, 2011
- 17.4** January 25, 2011
- 18. Upcoming Events:**
- 18.1** November 22-26, 2010 No School, Thanksgiving Week
- 18.2** December 20-31, 2010 No School, Winter Break
- 18.3** 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, October 12, 2010**

- 5:20 PM:** President Swenson called the meeting to order and adjourned to closed session.
- Roll Call:** Board: J. Costa, W. Gouveia, T. Guzman, K. Lewis, B. Swenson, J. Vaughn.
Absent: C. Crandall
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry
- 7:11 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#10-11/10, 14, 15, 17, 19, 20, 21, 22, 23
Action: Approved all, but pulled Finding #19. Lewis, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Crandall)
Action: Finding #19 - Lewis, Guzman. Yes: 3(Lewis, Guzman, Vaughn); No-3(Costa, Gouveia Swenson); Absent-1(Crandall)
6b Report Out of Action Taken on Application for Reinstatement AR#10-11/3
Action: **Vote:** Yes-6; No-0; Absent-1(Crandall)
6c Report Out on PE Exemption - WHS #10204092, #10319613
Action: **Vote:** Yes-6; No-0; Absent-1(Crandall)
- Employees Present:** C. Minter, J. Fine, J. Yamesky, T. Ayala, C. Domenichelli, D. Pickering, P. Hall, B. Carter
- Press:** None.
- Visitors Present:** J. Mousalimas, Hirsch students and their families
- Minutes:** **Approve Regular Minutes of September 28, 2010.**
Action: Guzman, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- Student Rep Reports:** Kimball High Video Presentation

The student-made video was shown from the Welcome Back event. Principal, Cheryl Domenichelli, was in attendance.
- Recognition & Presentations:** **9.1 Duncan Russell School Site Update on Achievements & Activities**

Principal, Dave Pickering, director and principal of Willow, Duncan Russell and Cyber High along with teacher, Theresa Peltz, from Duncan Russell Reviewed the power point, which showed demographic of the academic path taken by students who attend Duncan Russell. Ms. Peltz spoke about the success of the students in this program. Several students are able to go on to Stein and are excited about it. It has given them a feeling of success. They have a great working relationship with Stein.

Mr. Pickering quickly reviewed their website, which is a work in progress. The student handbook is online and they will be adding to this site.

9.2 Hirsch Elementary School Site Update on Achievements & Activities

Principal, Jon Fine, and teachers/student council advisors, Mrs. Ayala and Ms. Yasemsky, introduced students who presented a power point and each student presented a part of it. It reviewed how to become a member of the student council, their school and community goals and the question of the day. The Multicultural Fair will be held on November 19th. They will also be sprucing up the school, have an animal shelter and are getting new ideas to try this year. They will have an Accelerated Reader contest to encourage more reading.

Hearing of Delegations

None.

Information & Discussion Items:

11.1 Administrative & Business Services: None.

11.2 Educational Services:

11.2.1 Receive Report on Charter School Petition Review Process

Assistant Superintendent of Educational Services and Human Resources, Dr. Sheila Harrison, and Associate Superintendent of Business Services, Dr. Casey Goodall, presented a power point which reviewed the charter petition review process. Charter schools are governed by the Charter Schools Act of 1992. There is specific criteria to approve or deny charter petitions. When a petition is received, a district has 30 days to hold a public hearing and must render a decision within 60 days. They also reviewed the 16 required elements of a charter school.

Trustee Lewis left the meeting at 7:54 p.m.

Trustee Lewis returned to the meeting at 7:56 p.m.

Public Hearing:

None.

Consent Items:

Action: Amend 13.3.1, page 22, pulling all coaches. Lewis, Vaughn.

Vote: Yes-6; No-0; Absent-1(Crandall)

13.1 Administrative & Business Services:

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

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

13.2 Educational Services:

13.2.1 Approve Agreement for Special Contract Services with Resource Area for Teacher (RAFT) to Provide a Science Teaching Workshop for

Seventh and Eighth Grade Science Teachers

- 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

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
13.3.3 Approve Student Teaching Agreement with University of the Pacific
13.3.4 Approve the Attached Declaration for a Provisional Inter Permit for Carlena Henderson
13.3.5 Ratify Agreement for Special Contract Services for Assistant Varsity Football Coach Jake Boyd for the 2010-2011 Football Season

Action Items:

14.1 Administrative & Business Services:

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

Action: Lewis, Guzman. **Vote:** Yes-5; No-0; Absent-1(Crandall); Abstain-1(Vaughn).

- 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

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

- 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

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

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

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

14.2 Educational Services:

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

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

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

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

Board Reports:

Trustee Lewis passed. Trustee Guzman attended the Tracy High Homecoming festivities. It was fun and the parade went well. Mr. Nicholson's dedication was very nice. Trustee Vaughn passed. Trustee Costa attended the Don Nicholson dedication. She enjoyed it and it was well organized. She was invited by Mrs. Mendez' 6th grade class at Freiler – asked questions about being in public office. This week she will participate in the "Tracy Read In" and go over to South West

Park to read and donate a book. Trustee Gouveia attended homecoming. Tracy Parks & Rec have received the final design on the water park. The Holly Sugar site MOUs were signed and they are creating the fields. He enjoyed the South West Park festival and the dedication of the Don Nicholson Stadium. This Saturday Bohn School will hold its walk-a-thon. Trustee Swenson commented that Casey and Jim held an excellent meeting dealing with parents and facilities. There were a lot of good questions asked. There will be another meeting on the 14th. He attended the Don Nicholson dedication. It was gratifying to see a few former players that came from the Sacramento area. It was a well-organized event and the Nicholson's were very proud and happy about the dedication.

**Superintendent
Report:**

Dr. Franco commented that Kimball's stadium is in a beautiful setting. Former Tracy High student, Scott Adams is living in Sitka, Alaska and running for state senator. Tip of the hat to Jessica for working with Cheryl and doing a great job on the dedication. He thanked everyone for the various donations to our schools and or scholarships. Tomorrow is the big "Read In". Casey is going to learn more about the budget tomorrow and will present information at next board meeting. It looks like with the job bill and changes to the revenue limit we should be getting about 12 million better than we thought we were at the end of the year. We are hoping the story will stay the same and it is looking brighter.

8:55 p.m.

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. Jim Franco, Superintendent
From: ~~JH~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
Date: October 14, 2010
Re: **Receive Report and Update on Tracy High School's Western Association of Schools and Colleges (WASC) Self-Study**

Background: Western Association of Schools and Colleges (WASC) is an ongoing school improvement process that assists a school to complete an in-depth look at what currently exists and what needs to be improved in relation to student learning and the school's program. Basic concepts addressed in this process focus upon student success in meeting expected schoolwide learning results and academic standards. The accreditation process is an ongoing, perpetual cycle of assessment, planning, implementing, monitoring and reassessment; the process is guided and assisted by self-study, visit and follow-up. Through the WASC process a school fulfills the requirements for accreditation.

Rationale: In March 2004, Tracy High School received a WASC Term of Accreditation for six years with a review. As part of the required accreditation process; Tracy High School will undergo a full self-study WASC review on November 14-17, 2010. This supports Strategic Goal #1, Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap, Strategic Goal #2, Provide a safe environment for students and staff that is conducive to learning and Strategic Goal #3, Use technology as a tool to improve classroom instruction and school operations.

Funding: The cost will not exceed \$5000, funded by the District General Fund. The cost will include lodging for visiting team members (\$2,217.60), mileage, meals, supplies and postage to mail reports to all visiting team members.

Recommendation: Receive Report and Update on Tracy High School's Western Association of Schools and Colleges (WASC) Self-Study

Prepared by: Jason Noll, Principal Tracy High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: October 8, 2010
RE: **Receive Report on High School IB Psychology and Proposed Textbook Adoption**

BACKGROUND: Students enrolled in International Baccalaureate (IB) Psychology are required to demonstrate proficiency in four perspectives of psychology. The IB Organization requires instruction in three core perspectives: biological perspective, cognitive perspective, and social/cultural perspective. The teacher must also choose one additional perspective. Tracy High School has chosen Abnormal Psychology as the fourth perspective. The current District-adopted textbook for the IB Psychology class at Tracy High School only addresses one requirement, the cognitive perspective, and, thus, does not adequately prepare students for the IB examination. A class set of a supplemental textbook that addresses the remaining three categories, William Glassman's *Approaches to Psychology* 4th Edition (2004), was purchased in 2007. The cost of the class set was shared between the District and the site. Since then, the course has expanded from one section to three sections. With the increase in the number of sections being offered, one class set of textbooks no longer satisfies student needs as there are not enough textbooks to check one out to each student for home use. As a result, valuable class time is devoted to reading the textbook in class rather than discussing the content in depth. Because *Approaches to Psychology* 4th Edition (2004) is no longer in print, it is the recommendation of the Tracy High IB Psychology Adoption Committee that the District adopt the new publication of William Glassman's *Approaches to Psychology* 5th Edition (2008), Open University Press/McGraw Hill, for IB Psychology. This textbook is also recommended by the IB Organization. Community members have been made aware of the adoption process through newspaper announcements and public review of the textbook at the IMC.

RATIONALE: This report is being presented to provide descriptions and rationale for the upcoming textbook adoption. This agenda item meets Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures all students meet or exceed grade level standards and results in closing the achievement gap.

FUNDING: Funding for the purchase of recommended materials in the amount of \$14,000 will be provided by state instructional textbook funds.

RECOMMENDATION: Receive Report on High School IB Psychology and Proposed Textbook Adoption.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: October 15, 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/Kimball High School: From: Kimball High School Athletic Booster Club. The donation is in the amount of \$1,350.00 (check #1086). This donation is being used to pay for half of the cost of the bleachers at the pool.
2. Tracy Unified School District/Tracy High School ASB: From: Kevin and Lora Perez. The donation is in the amount of \$2,500.00 (check #6358801285). This donation is for the Tracy High School Band Program.
3. Tracy Unified School District/Tracy High School ASB: From: Tracy Youth Football - Buccaneers. The donation is in the amount of \$500.00 (check #2107). This donation is for new cheer mats.
4. Tracy Unified School District/West High School: From: Sutter Tracy Community Hospital. The donation is in the amount of \$3,000.00 (check #1042845). This donation is for the WHS Child Development Program to purchase "Realcare Babies" and their accessories.
5. Tracy Unified School District/West High School: From: Lawrence Livermore National Security, LLC. The donation is in the amount of \$2,500.00 (check #TBD). This donation is for the Space & Engineering Academy for Robotics Club Expansion.
6. Tracy Unified School District/Tracy and West High Schools c/o FFA Agriculture Extended Days Program: From: Tracy Future Farmers of America Foundation, Inc. The donation is in the amount of \$1,050.00 (check #1027). This donation is for the Agriculture Extended Days Program.

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 Franco, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: October 7, 2010
SUBJECT: Approve Revolving Cash Fund Reports (September, 2010)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (September, 2010).

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

TUSD 2011
REVOLVING CASH FUND
September 2010

Date	Num	Name	Memo	Paid Amount
9/2/2010	8552	CITY OF TRACY	P.O. 110850 DEPOSIT FOR FIRE HYDRANT M...	
			01-8150-0-0000-8110-5800-800-9402	-350.00
TOTAL				-350.00
9/2/2010	8553	DEPARTMENT OF MOTOR VEHICLES	P.O. 110819 REMOVE LIENHOLDER FROM VE...	
			01-0000-0-0000-8200-4300-800-9722	-90.00
TOTAL				-90.00
9/2/2010	8554	DEPARTMENT OF MOTOR VEHICLES	P.O. 110819 REMOVE LIENHOLDER FROM VE...	
			01-0000-0-0000-8200-4300-800-9722	-90.00
TOTAL				-90.00
9/2/2010	8555	DEPARTMENT OF MOTOR VEHICLES	P.O. 110819 REMOVE LIENHOLDER FROM VE...	
			01-0000-0-0000-8200-4300-800-9722	-90.00
TOTAL				-90.00
9/2/2010	8556	DEPARTMENT OF MOTOR VEHICLES	P.O. 110819 REMOVE LIENHOLDER FROM VE...	
			01-0000-0-0000-8200-4300-800-9722	-90.00
TOTAL				-90.00
9/2/2010	8557	DEPARTMENT OF MOTOR VEHICLES	P.O. 110855 JOHN DEWITT	
			01-7230-0-1110-3600-4300-800-9702	-69.00
TOTAL				-69.00
9/2/2010	8558	DEPARTMENT OF MOTOR VEHICLES	P.O. 110855 LEONEL ZAPIEN	
			01-7230-0-1110-3600-4300-800-9702	-69.00
TOTAL				-69.00
9/2/2010	8559	CALIFORNIA HIGHWAY PATROL	P.O. 110856 LEONEL ZAPIEN	
			01-7230-0-1110-3600-4300-800-9702	-57.00
TOTAL				-57.00
9/2/2010	8560	CITY OF TRACY	P.O. 110850 INCREASE IN DEPOSIT (TOTAL \$...	
			01-8150-0-0000-8110-5800-800-9402	-400.00
TOTAL				-400.00
9/8/2010	8561	CDE-PCA 0570-83871	Conference 10/28-29/10 T. Arganbright, N. Bor...	
			11-0000-0-4150-2700-5200-560-2882	-250.00
TOTAL				-250.00

TUSD 2011
REVOLVING CASH FUND
September 2010

Date	Num	Name	Memo	Paid Amount
9/8/2010	8562	PREMIER FOOD SAFETY	CONFERENCE 9/21/10 D. DIXON	
			01-0110-0-6169-1000-5200-600-2982	-149.00
TOTAL				-149.00
9/9/2010	8563	Tinoush Shahhosseini	August benes refund	
			11-00000-0-4150-1000-3412-566-2862	-474.25
TOTAL				-474.25
9/9/2010	8564	Fas Trak	T1008510161 Violation	
			01-7230-0-1110-3600-4300-800-9702	-6.00
TOTAL				-6.00
9/9/2010	8565	CCDAA	9/10/10 Conference	
			12-6105-0-7110-1000-5200-400-3604	-45.00
TOTAL				-45.00
9/13/2010	8566	SIAM CAFE	9/14/10 PO#110503 Board Dinner	
			01000000000715043008001001	-104.30
TOTAL				-104.30
9/13/2010	8567	EAGLE SOFTWARE INC	10/11/10 CONF	
			01-0000-0-1110-2700-5200-670-5802	-200.00
TOTAL				-200.00
9/14/2010	8568	COURTYARD BY MARRIOTT	#85651675 9/22&9/23/2010 Conf.	
			01-3010-0-1110-1000-5200-800-2744	-94.08
TOTAL				-94.08
9/15/2010	8569	EAGLE SOFTWARE INC	10/11-12/2010 Hamouz, Peggy Conf	
			01-0711-0-1110-2420-5200-800-1202	-450.00
TOTAL				-450.00
9/15/2010	8570	EAGLE SOFTWARE INC	10/11-12/2010 Hamouz, Peggy Conf	
			01-0711-0-1110-2420-5200-800-1202	-400.00
TOTAL				-400.00
9/15/2010	8571	University Outreach Services	9/20/10 David Silva Conf.	
			01-0000-0-1110-2700-5200-670-5912	-95.00
TOTAL				-95.00

TUSD 2011
REVOLVING CASH FUND
September 2010

Date	Num	Name	Memo	Paid Amount
9/22/2010	8572	CAEYC	CONFERENCE 9/24-25/10 DELIA RODRIQUEZ	
			12-6105-0-7110-1000-5200-400-3604	-295.00
TOTAL				-295.00
9/24/2010	8573	NGVi	CONFERENCE 10/6-7/10 MANUEL SILVEIRA	
			01-7230-0-1110-3600-5200-800-9702	-795.00
TOTAL				-795.00
9/24/2010	8574	CALCP	CONFERENCE 10/14/10 DAVE PICKERING	
			01-3550-0-3800-2700-5200-800-2996	-75.00
TOTAL				-75.00



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent for Business Services
DATE: October 7, 2010
SUBJECT: Approve Monthly Budget Adjustment Report-September, 2010

BACKGROUND: Each month the Financial Services Department submits a Budget Adjustment Report summarizing changes of amounts in object codes.

RATIONALE: These monthly reports include estimated revenues, expenditures, adjustments, and transfers and facilitate timely monitoring of the budget.

FUNDING: N/A

RECOMMENDATION: Approve Monthly Budget Adjustment Report

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

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

FUND	APPROVED OBJECT	DESCRIPTION	07/28/2010	09/01/2010	BUDGET	09/30/2010
			ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	1100	TEACHERS' SALARIES	48,296,574.95	47,526,640.98	2,614,725.05	50,141,366.03
	1200	CERT PUPIL SUPPORT SALARIES	2,818,448.00	2,818,448.00	-145,080.00	2,673,368.00
	1300	CERT SUPRVSRs' & ADMINS' SAL	4,548,564.00	4,548,564.00	9,165.00	4,557,729.00
	1900	OTHER CERTIFICATED SALARIES	734,371.00	830,685.00	-67,759.00	762,926.00
	2100	INSTRUCTIONAL AIDES' SALARIES	3,350,930.00	3,408,854.00	180,668.00	3,589,522.00
	2200	CLASSIFIED SUPPORT SALARIES	6,419,151.00	6,431,543.00	285,786.00	6,717,329.00
	2300	CLASS SUPRVSRs' & ADMINS' SAL	1,411,587.00	1,473,838.00	6,560.00	1,480,398.00
	2400	CLERICAL & OFFICE SALARIES	4,061,546.00	4,100,981.82	112,383.00	4,213,364.82
	2900	OTHER CLASSIFIED SALARIES	448,963.00	449,373.00	1,392.00	450,765.00
	3101	STRS ON 1000 SALARIES	4,592,181.79	4,536,608.54	226,708.21	4,763,316.75
	3102	STRS ON 2000 SALARIES	.00	.00	.00	.00
	3201	PERS ON 1000 SALARIES	67,876.00	67,876.00	558.00	68,434.00
	3202	PERS ON 2000 SALARIES	1,434,358.00	1,449,888.92	59,220.00	1,509,108.92
	3311	OASDI ON 1000 SALARIES	39,445.00	39,445.00	447.00	39,892.00
	3312	OASDI ON 2000 SALARIES	789,542.00	798,468.81	30,466.00	828,934.81
	3321	FICA-MED ON 1000 SALARIES	732,962.00	723,094.77	8,257.00	731,351.77
	3322	FICA-MED ON 2000 SALARIES	195,703.00	198,129.58	7,012.00	205,141.58
	3331	ALTER. RETIREMENT ON 1000 SAL	.00	.00	.00	.00
	3332	ALTER. RETIREMENT ON 2000 SAL	29,191.00	30,201.00	1,786.00	31,987.00
	3411	HEALTH & WELFARE ON 1000 SALS	6,531,977.21	6,429,873.21	262,135.79	6,692,009.00
	3412	HEALTH & WELFARE ON 2000 SALS	2,713,024.00	2,751,648.00	95,922.00	2,847,570.00
	3501	STATE UNEMPLOY ON 1000 SALARY	419,151.00	414,306.86	4,348.00	418,654.86
	3502	STATE UNEMPLOY ON 2000 SALARY	112,988.00	114,240.25	4,381.00	118,621.25
	3601	WORKER'S COMP INS ON 1000 SAL	966,863.00	955,679.68	10,986.00	966,665.68
	3602	WORKER'S COMP INS ON 2000 SAL	260,616.00	263,300.41	9,791.00	273,091.41
	3711	OPEB,ALLOCATED, CERTIFICATED	1,124,043.00	1,124,043.00	.00	1,124,043.00
	3712	OPEB,ALLOCATED, CLASSIFIED	723,173.00	723,173.00	.00	723,173.00
	3801	PERS REDUCTION ON 1000 SALARY	20,631.00	20,631.00	121.00	20,752.00
	3802	PERS REDUCTION ON 2000 SALARY	233,355.00	238,252.00	9,289.00	247,541.00
	3931	GOLDEN HANDSHAKE CERTIFICATED	.00	469,022.66	.00	469,022.66
	3932	GOLDEN HANDSHAKE CLASSIFIED	.00	163,406.55	.00	163,406.55
	3999	BENEFIT PAYROLL ERRORS	.00	.00	.00	.00
	4100	TEXTBOOKS	400,000.00	356,065.00	45,434.00	401,499.00
	4200	BOOKS OTHER THAN TEXTBOOKS	161,573.00	144,446.00	53,312.00	197,758.00
	4300	MATERIALS & SUPPLIES	5,208,315.90	5,290,678.90	4,107,178.03	9,397,856.93
	4400	NON-CAPITALIZED EQUIPMENT	241,417.00	260,317.00	16,165.00	276,482.00
	5200	TRAVEL & CONFERENCES	82,589.00	103,932.00	9,636.00	113,568.00
	5300	DUES & MEMBERSHIPS	38,525.00	46,304.00	681.00	46,985.00
	5450	OTHER INSURANCE	786,485.00	786,485.00	.00	786,485.00
	5500	OPERATIONS & HOUSEKEEPING SRVC	3,905,522.00	3,907,422.00	.00	3,907,422.00
	5600	RENTS,LEASES,REPAIRS,IMPRVMTS	684,506.00	690,318.00	9,457.97	699,775.97
	5710	DIR COSTS FOR INTRPRG SERVICES	.00	.00	.00	.00
	5750	DIR COSTS FOR INTERFUND SVCS	-50,000.00	-50,208.00	863.00	-49,345.00
	5800	OTHER SVCS & OPER EXPENDITURES	4,901,309.00	4,364,555.79	264,982.00	4,629,537.79
	5900	INTERGOVERNMENTAL FEES	501,833.00	508,136.00	-582.00	507,554.00
	6200	BLOGS & IMPROVEMENT OF BLOGS	419,901.00	459,851.00	171,479.00	631,330.00
	6400	EQUIPMENT	500.00	500.00	328,160.00	328,660.00
	6500	EQUIPMENT REPLACEMENT	2,500.00	2,500.00	.00	2,500.00
	7130	STATE SPECIAL SCHOOLS	40,000.00	40,000.00	.00	40,000.00

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

APPROVED			07/28/2010	09/01/2010	BUDGET	09/30/2010
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	7142	TUITION, EXCESS COSTS TO COE	364,842.00	363,470.00	.00	363,470.00
	7310	TRANSFERS OF INDIRECT COSTS	.00	.00	378.00	378.00
	7350	TRANS OF INDIRECT - INTERFUND	-212,442.00	-212,442.00	-2,886.00	-215,328.00
	7438	DEBT SERVICE - INTEREST	6,978.00	2,231.00	.00	2,231.00
	7439	DEBT SERVICE - PRINCIPAL	148,244.00	69,372.00	1,752.00	71,124.00
TOTAL EXPENSE			110,709,812.85	110,234,150.73	8,735,278.05	118,969,428.78

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

APPROVED			07/28/2010	09/01/2010	BUDGET	09/30/2010
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	8011	REVENUE LIMIT ST AID-CURR YEAR	57,049,911.00	57,049,911.00	.00	57,049,911.00
	8021	HOME OWNERS EXEMPTION	277,105.00	277,105.00	.00	277,105.00
	8040	COUNTY & DISTRICT TAXES	16,681,977.00	16,681,977.00	.00	16,681,977.00
	8042	UNSECURED ROLL TAXES	1,393,726.00	1,393,726.00	.00	1,393,726.00
	8043	PRIOR YEARS' TAXES	21,778.00	21,778.00	.00	21,778.00
	8044	SUPPLEMENTAL TAXES	14,241.00	14,241.00	.00	14,241.00
	8045	ED REVENUE AUGMENT FUND (ERAF)	2,438,203.00	2,438,203.00	.00	2,438,203.00
	8046	SERAF	4,679,359.00	4,679,359.00	.00	4,679,359.00
	8091	REVENUE LIMIT TRANSFERS	.00	.00	.00	.00
	8092	PERS REDUCTION TRANSFER	267,434.00	267,434.00	.00	267,434.00
	8096	TRANSFERS TO CHARTERS, IN LIEU	-1,414,186.00	-1,414,186.00	.00	-1,414,186.00
	8181	SP ED-ENTITLEMENT	2,398,902.00	2,398,902.00	391,314.00	2,790,216.00
	8182	SP ED-DISCRETIONARY GRANTS	221,116.00	221,116.00	13,223.00	234,339.00
	8285	INTERAGENCY CNTRCTS BTWN LEA'S	92,921.00	71,247.88	26,454.00	97,701.88
	8290	ALL OTHER FEDERAL REVENUES	2,823,471.00	2,856,220.00	1,086,554.00	3,942,774.00
	8311	OTH ST APPORTIONMENTS-CURR YR	2,589,156.00	2,589,156.00	.00	2,589,156.00
	8434	CLASS SIZE REDUCTION K-3	1,361,526.00	1,361,526.00	.00	1,361,526.00
	8560	STATE LOTTERY REVENUE	2,050,902.00	2,050,902.00	.00	2,050,902.00
	8590	ALL OTHER STATE REVENUES	6,052,672.00	6,133,672.00	976,773.00	7,110,445.00
	8660	INTEREST	50,000.00	50,000.00	.00	50,000.00
	8675	TRANSPORTATION FEES FROM INDIV	175,000.00	175,000.00	.00	175,000.00
	8677	INTERAGENCY SVCS BETWEEN LEA'S	926,026.00	926,026.00	.00	926,026.00
	8699	ALL OTHER LOCAL REVENUES	518,079.00	973,559.00	266,932.00	1,240,491.00
	8792	TRANS OF APPORTION FROM CO OFF	3,567,079.00	3,567,079.00	.00	3,567,079.00
	8919	OTH AUTH INTERFUND TRANS IN	550,800.00	550,800.00	.00	550,800.00
	8980	CONTRIBUTE FROM UNRSTRCTD REV	.00	.00	.00	.00
	8990	CNTRIBUT/TRANS FRM RSTR/UNREST	.00	.00	.00	.00
TOTAL REVENUE			104,787,198.00	105,334,753.88	2,761,250.00	108,096,003.88

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

FUND	OBJECT	DESCRIPTION	BEGINNING BALANCE	09/01/2010 REVISED BALANCE	ADJUSTMENTS	09/30/2010 REVISED BALANCE
01	9770	DESIGNATED FOR ECON UNCERTAIN	-3,328,815.00	-3,328,815.00	.00	-3,328,815.00
	9780	OTHER DESIGNATIONS	-1,500,000.00	-1,500,000.00	1,500,000.00	.00
	9790	UNDESIGNATED/UNAPPROPRIATED	-11,672,635.38	-12,695,853.38	4,474,028.05	-8,221,825.33
	9791	BEGINNING BALANCE	-22,660,065.23	-22,660,065.23	.00	-22,660,065.23
	9793	AUDIT ADJUSTMENTS	.00	.00	.00	.00
	9795	OTHER RESTATEMENTS	.00	.00	.00	.00
	9798	BUDGET FUND BALANCE OFFSET	16,737,450.38	17,760,668.38	-5,974,028.05	11,786,640.33
	9799	K12 NET GAIN OR LOSS	.00	4,899,396.85	5,974,028.05	10,873,424.90



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: October 7, 2010
SUBJECT: Approve Accounts Payable Warrants (September, 2010)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (September, 2010)

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: October 15, 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: Roebbelen Contracting, Inc.
Site: Tracy High School – Modernization/Reconstruction – Cafeteria/Classrooms
Item: Change Order #6 - Ratify
Services: Scope of work documented on the change order summary.
Cost: \$148,424.00; Deduction from contingency allowance previously included in contract.
Project Funding: Measure E Bond Funds and State School Building Fund

B. Vendor: Charles Walker Inspection Service
Site: West High School – Performing Arts Classroom Building Project
Item: Agreement
Services: DSA Project Inspector services during the construction of the West High School Performing Arts Building project.
Cost: \$73.25/hour; Not to Exceed \$12,900/month
Project Funding: Measure E Bond Funds and State School Building Fund

C. Vendor: Wallace Kuhl & Associates, Inc.
Site: West High School – Performing Arts Classroom Building Project
Item: Proposal
Services: Testing and special inspection services during the construction of the West High School Performing Arts Building project.
Cost: \$30,865.00 estimated
Project Funding: Measure E Bond Funds and State School Building Fund

D. Vendor: Wallace Kuhl & Associates, Inc.
Site: West High School – Performing Arts Classroom Building Project
Item: Proposal
Services: Geotechnical services; soils engineering testing and observation during the construction of the West High School Performing Arts Building project.
Cost: \$7,521.00 estimated
Project Funding: Measure E Bond Funds and State School Building Fund

E. Vendor: Hertz Furniture
Site: Tracy High School – Modernization/Reconstruction – Cafeteria/Classrooms
Item: Purchase Order
Services: Tables to accommodate sewing machines.
Cost: \$546.25
Project Funding: Measure E Bond Funds and State School Building Fund

F. Vendor: Hertz Furniture
Site: Tracy High School – Modernization/Reconstruction – Cafeteria/Classrooms
Item: Purchase Order
Services: Furnishings, tables and chairs for CTE Child Development Classroom.
Cost: \$546.25
Project Funding: Measure E Bond Funds and CTE Child Development Grant

G. Vendor:	G & H Distributors, LLC.
Site:	Tracy High School – Modernization/Reconstruction – Cafeteria/Classrooms
Item:	Purchase Order
Services:	Storage Shelving for CTE Child Development Classroom.
Cost:	\$1,643.50
Project Funding:	Measure E Bond Funds and CTE Child Development Grant



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: October 15, 2010
SUBJECT: Authorize Associate Superintendent for Business Services to
Enter into Agreement to Dispose of Damaged, Obsolete and Surplus
Furniture, Computers and Equipment

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

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

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

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

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

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

Or

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

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

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

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

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

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

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

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

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

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

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

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

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

DEC Warehouse Surplus List - 10/13/2010

ITEM	In Warehouse
Monitors	228
Computers	283
Printers	35
TVs	10
O/H projectors	33
VCRs	5
Power supplies	10
Copiers	1
Telephones (boxes)	1
Cords, keyboards & speakers (boxes)	19
Phone routers	5
Micro wave ovens	1
Milk coolers	4
Steam ovens	2
Serving carts	2
Refrigerator (huge)	1
Stove/oven (home size)	4
Dishwasher (portable home size)	1
Lunch Tables	up to 129



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: October 5, 2010
SUBJECT: **Approve Overnight Travel for Tom Renner, Titian Lish, Cynthia Freeberg, Hannah Garrity, Aaron Gozum, Pauline Gutierrez, Ian Noll, Emily Teixeira, and Matthew Testo to Attend the ACDA Central Region Honor Choir in Clovis, CA November 18-20, 2010**

BACKGROUND: Participation in the ACDA Central Region Honor Choir is a prestigious honor for those talented choir students selected by rigorous audition. Seven students from Tracy High will be provided the opportunity to perform with this honor ensemble, directed by some of the most renowned conductors. Tom Renner and Titian Lish will transport the students and chaperone the trip. They will stay at the Comfort Suites Hotel in Clovis, CA.

RATIONALE: It is goal of the THS Performing Arts Magnet to provide students with increased performance opportunities. Our students, Cynthia Freeberg, Hannah Garrity, Aaron Gozum, Pauline Gutierrez, Ian Noll, Emily Teixeira, and Matthew Testo are uniquely qualified to participate in this event and represent their own, and Tracy High's dedication to music. They are recognized members of Tracy High School's Madrigals Choir. This aligns with Strategic Goal#1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap and Strategic Goal #2: Provide a safe environment for students and staff that is conducive to learning.

FUNDING: The total will not exceed \$3,500. Expenses for the ACDA Central Region Honor Choir will be paid out of the Choral Company account (substitute teacher), the ASB account, and students' family contributions. Fundraiser(s) will be available to pay for those students who are unable to fund their own trip.

RECOMMENDATION: Approve Overnight Travel for Tom Renner, Titian Lish, Cynthia Freeberg, Hannah Garrity, Aaron Gozum, Pauline Gutierrez, Ian Noll, Emily Teixeira, and Matthew Testo to Attend the ACDA Central Region Honor Choir in Clovis, CA November 18-20, 2010

Prepared by: Jason Noll, Principal, Tracy High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services and of Human Resources
DATE: October 13, 2010
SUBJECT: Approve Overnight Travel for 14 IB Academy Staff and 24 Senior IB Diploma Candidates to Point Bonita YMCA, Sausalito, CA on January 14 – 16, 2011

BACKGROUND: The International Baccalaureate honors program at Tracy High School was certified by the IBO, Geneva, Switzerland, in 1984. Since that time, over 160 diploma candidates have successfully completed the entire internationally recognized program. The rigorous diploma program has four key elements: Each candidate must take examinations in six subject groups, complete a two year Theory of Knowledge course, participate in at least 150 hours of community service, and complete a 4000 word extended essay project in a subject area of their choice.

RATIONALE: IB teachers are requested by senior diploma candidates each year to be advisors for the extended essay projects. This year, the students have chosen to write their extended essay projects in the areas of biology, art, economics, philosophy, politics, chemistry, history, and literature. This process takes many additional hours for each student, teacher and the IB Academy staff. Therefore, a weekend of intense writing, revision, discussion, and one-on-one advising is requested to support the students in the successful completion of their extended essay projects. This year twelve teachers, the IB Academy Coordinator and the Academies Secretary, will oversee twenty four students with their essay projects at the Point Bonita YMCA in Sausalito, CA. Because we are writing our required 5 year Self-Study Program Evaluation, teachers and students will collaborate to answer detailed questions regarding the progress of our program. This supports Strategic Goal # 1, Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap and Strategic Goal #2, Provide a safe environment for students and staff that is conducive to learning.

FUNDING: The IB Grant will fund the staff portion and students will pay \$200.00 each to cover the cost of attendance. Student fees will be deposited into the IB Academy ASB account which will cover the cost of the students (lodging, meals and District vans). The cost breakdown is as follows: Lodging and meals \$6048.00 (Staff, IB Grant = \$2352.00, Students, IB ASB = \$3696.00), 1 time YMCA administrative scholarship fee \$75 (fee IB Grant), District vans \$1200.00 (IB ASB, Estimate), mileage for other staff drivers \$875.00 (IB Grant, Estimate), road tolls \$100.00 (IB Grant, Estimate). Cost of the event shall not exceed \$8298.00 for no more than 38 staff and students.

RECOMMENDATION: Approve Overnight Travel for 14 IB Academy Staff and 24 Senior IB Diploma Candidates to Point Bonita YMCA, Sausalito, CA on January 14 – 16, 2011

Prepared by: Jason Noll, Principal, Tracy High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: October 4, 2010
SUBJECT: Approve Overnight Travel for Tracy High School Varsity Girls' Basketball Team to Participate in the Fort Bragg High School Timberwolves Holiday Classic Basketball Tournament in Fort Bragg, CA on December 20-22, 2010

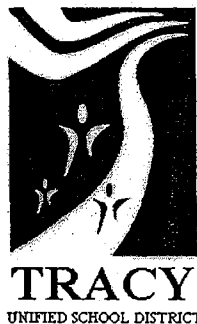
BACKGROUND: The Tracy High Varsity Girls' Basketball Team would like to participate in the Fort Bragg High School Timberwolves Holiday Classic Basketball Tournament at Fort Bragg High School in Fort Bragg, Ca. Approximately 15 players and 3 coaches will attend this event. They will travel to Fort Bragg on December 20 and return home on December 22, 2010. The team will travel by District vans, driven by District approved drivers. The team will stay at the Harbor Lite Lodge in Fort Bragg, CA.

RATIONALE: Two overnights are required to provide the basketball team ample time to rest and prepare for their game. The Fort Bragg High School Boosters, for the nights of December 20, and 21 have arranged discounted motel rooms for the players and coaches. This meets Strategic Goal #2, Provide a safe environment for students and staff that is conducive to learning.

FUNDING: The Tracy High Athletic Department will pay the \$750.00 transportation cost for District vans to be driven by the coaches. Individual players will pay for additional food and miscellaneous expenses. The Tracy High School Girls' Basketball Program (ASB) will pay the \$350.00 tournament fee for the team and the cost for the hotels rooms. Fundraiser(s) will be available to pay for those students who are unable to fund their own trip.

RECOMMENDATION: Approve Overnight Travel for Tracy High School Varsity Girls' Basketball Team to Participate in the Fort Bragg High School Timberwolves Holiday Classic Basketball Tournament in Fort Bragg, CA on December 20-22, 2010

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: October 5, 2010
SUBJECT: Ratify Contract with The Speech Pathology Group, Inc.

BACKGROUND: Special education students may require Language, Speech and Hearing (LSH) services as part of their Individual Education Plan. The Tracy Unified School District currently has two Speech & Language Pathologists (SLPs) on leave until at least December 1, 2010. These SLPs provide LSH services at Central Elementary and George Kelly Elementary Schools. In the past, Tracy Unified School District has contracted with The Speech Pathology Group, Inc. when the District needed SLP coverage. We would like to continue to contract with this company in order to continue providing LSH services to our special education students at Central and George Kelly Schools. Ratification is necessary so that services specified on various IEP's can be provided in a compliant manner.

RATIONALE: A school district must provide designated instructional services in order for a child to benefit from his/her special education program. Speech therapy is a designated instructional service. This request supports District Goal # 1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap.

FUNDING: Expenses for this contract are billed at \$63.00 per hour for 35 hours per week. Total contract expenses will not exceed \$26,420 from September 7, 2010 through December 1, 2010. Nonpublic agency expenses are budgeted in account 01-3313-0-5750-1110-5800-800-2542.

RECOMMENDATION: Ratify Contract with The Speech Pathology Group, Inc.

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

The Speech Pathology Group, Inc.

2021 Ygnacio Valley Rd, C-103

Walnut Creek, CA 94598

Ph (925) 945-1474

Fx: (925) 945-1768

AGREEMENT BETWEEN TRACY UNIFIED SCHOOL DISTRICT AND THE SPEECH PATHOLOGY GROUP, INC.

THIS AGREEMENT is effective September 7, 2010 by and between the Tracy Unified School District (hereinafter "District") and The Speech Pathology Group (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. Performance of Services:

- a. Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 5 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials and tools, necessary for the performance of the Services.
- b. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. **Compensation & Terms for Payment:** Contractor shall submit written demand monthly for payment, said demand shall be made on a form and in the manner prescribed by the Contractor detailing dates/hours of services provided. Contractor shall submit said demands for payment for services rendered no later than sixty (45) days from the end of the month in which said Services were actually rendered. District shall make payment in an amount equal to the number hours of service provided multiplied by the agreed upon hourly rate within thirty (30) days of receipt of invoice. Any amounts past due shall accrue interest from the due date until paid at the rate of 18% per annum.

3. **Contract Term and Termination:** This Agreement will become effective on September 7, 2010. This Agreement will terminate upon the completion of the Services (as stated in addendum A) or when terminated as set forth below.

- a. Either party may terminate this Agreement at any time by giving twenty-(20) business days written notice (as referenced in number 4 of this contract) to the other party. Contract changes, amendments or cancellations must be communicated directly with Contractor's Director or Clinical Manager. As a professional courtesy, please do not discuss contract changes, costs, or pending employment changes with contractor's employees. The Contractor will inform its' employees of changes or cancellations to the contract. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. **Notice:** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or fax transmission with verbal confirmation of receipt, addressed as follows:

DISTRICT

Name: Tracy Unified School District
Address: 1875 West Lowell Avenue
City: Tracy St: CA Zip: 95376
Phone: (209) 830-3270
Fax: (209) 830-3204

CONTRACTOR

The Speech Pathology Group, Inc.
2021 Ygnacio Valley Rd, C-103
Walnut Creek, CA 94598
(925) 945-1474
(925) 945-1768
Tax ID#94-3290122

Any notice personally given or sent by certified mail or fax transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

5. **Relationship of the Parties:** Please note that all Contractors' employees are employed on an "At Will" basis and therefore cannot be required to provide a 20-day notice of termination. Contractor does request that employees provide a minimum of 20-day notice of termination. Contractor shall not be responsible for any loss or claim of damage whatsoever incurred by District/Facility in the event Contractor cannot provide a Speech-Language Therapist due to resignation of Contracted Therapist or Contracted Therapist is not able to provide services for any reason. However, Contractor will use all efforts to replace the Speech-Language Therapist, if one is available in the area.
 - a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general.
 - b. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay.
 - c. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.
6. **Management of Speech Pathology Group Staff:** Each employee of Contractor is assigned a Clinical Manager. The Clinical Manager is available to provide assistance and support by helping contractor's employees access requested materials/assessments, explaining District/Facility procedures and forms, answering questions related to federal/state regulations and eligibility criteria, providing intervention suggestions and helping to resolve site related issues. The Clinical Manager may make site visits and/or provide Service Coverage for a contracted therapist that is ill or may have excessive absences. Clinical Management services to be provided within contracted hours for assigned therapist as designated in Addendum A.
7. **Federal & State Taxes:** Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payment upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.
8. **Fingerprinting and Criminal Records Check of Contractor's Employees:** Contractor utilizes California Licensing requirement for criminal background checks and fingerprint clearance in accordance with California Department of Education 44237, Educational Code requirements for Non Public Agencies. The California Speech-Language Pathology and Audiology Board, a division of the California Department of Consumer Affairs, maintains fingerprint clearance on all licensed therapists. If District/Facility policy requires contractor's employee to obtain separate fingerprint check prior to placement at facility site, they may do so at District's/Facilities expense.
9. **Caseload Maximum:** Contractor agrees to a maximum caseload of 55 students for each full time therapist and a maximum caseload of 40 students for any caseload that solely consists of students classified as SH, AAC, and/or preschool. Combination caseloads will be prorated based on caseload roster provided by district. *It should be noted that both ASHA and CTA recommend a caseload limit of 40 students for K through 12 public schools.
10. **Rules and Regulations:** All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
11. **Indemnification:**
 - a. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.

- b. District shall and does hereby indemnify, defend, and hold harmless Contractor, and Contractor's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that Contractor may incur or suffer and that arise, result from, or are related to any breach or failure of District to perform any of the representations, warranties, and agreements contained in this Agreement.
12. **Ownership of Designs and Plans:** Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
13. **Non-Compete:** During the term of this Agreement and for the immediate twelve calendar months following termination of this Agreement, Tracy Unified School District shall not hire, nor solicit for hire, either directly or indirectly, as an employee or contractor, any of the contractor's employees, independent contractors, agents or sub-contractor in the field of speech pathology who have rendered speech pathology services to the District/Facility on behalf of the Contractor. In addition, the District/Facility also agrees and warrants paying Contractor 50% of the therapist's annual income upon employment with the District/Facility should there be a breach in this section of the Agreement.
14. **Supplies & Equipment:** Contractor will provide therapy and diagnostic materials as needed, if they are not available at school district/site. Should the contracting District require computer generated reports and IEPs, then it is the District's responsibility to either provide a computer to the contracted employee or provide access to a computer at the contractor employee's assigned site(s). If a computer is not available, then it is understood that all documentation will be hand written.
15. **California Law:** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
16. **Attorneys' Fees:** If either party files any action or brings any proceedings against the other arising out of the Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
17. **Waiver:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **Time for Site Specific Trainings/Requirements:** District agrees to compensate Contractor, for time spent by Contractor's employee, for orientation/trainings, teacher workdays, non-student days when teachers are required to report to work, speech meetings, staff development days, and the like. Attendance for these services will be provided in accordance with the weekly contracted hours set forth in Addendum A. District also agrees to pay Contractor for any additional time required by Contractor's employee to become proficient with any District/Facility required procedure (i.e.: computerized IEPs, Medi-Cal reports, etc). Any hours in excess of contracted hours set forth in Addendum A will require prior approval from District/Facility designee.
19. **List of Services to be Performed by Contractor:** Contractor will provide Services that align with the scope and practice for Speech and Language Pathology, as defined by the California Speech-Language Pathology and Audiology Board, for provision of speech/language therapy services in the public school setting. Services to include direct and indirect activities as they pertain to eligible students on caseload and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.

District will provide contracted therapist with site's most current caseload list, to be updated on a monthly basis, via district generated roster lists.

20. **Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreement, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

It is understood that contracted services will be provided and caseload demands will be met, by a certified, licensed, and/or credentialed Speech-Language Pathologist (SLP), and/or a licensed Speech-Language Pathology Assistant (SLPA), when under the supervision of a certified and licensed SLP.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

DISTRICT

Janet Skulina Director of Special Ed
Name and Title of Authorized Representative

Janet A. Skulina
Signature

10-5-10
Date

CONTRACTOR

Susan Stark, M.S., CCC-SLP
Director

9/13/10
Date

2010/11 School Year
Tracy Unified School District
Addendum A


STAFFING PLACEMENT SUMMARY:

Therapist's Name: Darlene Swirsky, B.S., SLPA
School Site: Central Elementary and George Kelly School
Day(s) per week: 5 days/week (pending return of district SLP)
Hours per wk: 35 hours/week
Start Date: 9/7/10
End Date: 12/1/10 (pending return of district SLP)
Hourly Rate: \$63.00
Caseload:

A licensed district SLP will assume the role of primary supervisor for contractor's SLPA and will adhere to all mandates, rules and regulations issued by the California Speech Pathology and Audiology Board.

Contractor agrees to provide services within the total contracted hours as set forth above. Daily hours may flex pending caseload requirements (i.e. IEP meetings, progress reports, parent conferences); however, total weekly hours will remain within the hours set forth above.

Caseload requirements: For full-time therapist, caseloads are not to exceed 55 students in a week. Caseloads consisting of SH, AC, or Preschool students are not to exceed 40 students in a week.



Susan Stark, M.S., CCC-SLP
Director

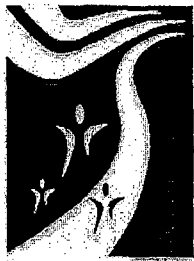
9/13/10

Date

Signature of Authorized Representative

Date

Name and Title of Authorized Representative



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~AA~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services &
Human Resources
DATE: October 15, 2010
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Castellon, Arminda

Graves, Dina

Hess, Janice

Henderson, Carlena

Rivas, Maria

CERTIFICATED

3rd Grade (Replacement) Temporary
North School
Class V, Step 4, "B"
\$40,101.81
Funding: Categorical

4/5 Reading (Excel) 50% (Temporary)
Villalovoz School
Class V, Step 8 "B"
\$28,909.00
Funding: Categorical

2nd Grade (Temporary)
McKinley School
Class VI, Step 13, "B"
\$51,358.56
Funding: Categorical

Music (Roving) Replacement
Freiler School
Class I, Step 2, "A"
\$30,878.80
Funding: General

Spanish 100% FTE Status (Replacement)
West High School
Class V, Step 6, "B"
\$55,618.00
Funding: General

BACKGROUND:

Crooks, Nina

Frank, Leah

Fuzi, Farron

Sousa, Carmine

Veles, Rita

CLASSIFIED

School Supervision Assistant (Replacement)
Poet Christian School
*Filled by current TUSD employee
Range 21, Step E - \$14.04 per hour
1.5 hours per day
Funding: General Fund

I.E.P. Para Educator I (Replacement)
Williams Middle School
Range 24, Step C - \$13.73 per hour
6 hours per day
Funding: Special Education

I.E.P. Para Educator I (New)
Kimball High School
Range 24, Step E - \$15.07 per hour
4 hours per day
Funding: Special Education

I.E.P. Para Educator I (New)
West High School
Range 24, Step D - \$14.37 per hour
6.5 hours per day
Funding: Special Education-IDEA grant

Bus Driver (New)
Transportation
*Filled by current TUSD employee
Range 36, Step E - \$19.94 per hour
5.5 hours per day
Funding: Transportation-Special Education

BACKGROUND:

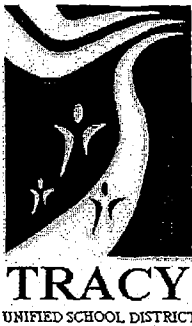
Johnson, James

COACHES

Assistant Freshman Football
Kimball High School
Stipend: \$2,922.14

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 15, 2010
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Rodriguez, Terri Para Educator I	WMS	10/13/2010	Personal
Sanchez, Tina Food Service Worker	WMS	10/29/2010	Personal
Veles, Rita Bus Driver	Transportation	10/01/2010	Accepted 5.5 hour Bus Driver position

BACKGROUND:

CLASSIFIED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Peterson, Maria Para Educator II	THS	12/31/2010

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



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: October 12, 2010
SUBJECT: **Adopt Resolution 10-11 Authorizing the Approval to Enter into a Transaction with the California Department of Education for the Purpose of Providing Child Care and Development Services and to Authorize the Designated Personnel to Sign Contract Documents for Fiscal Year 2010-11**

BACKGROUND: Annually, the California Department of Education offers small competitive grants to support programs that offer child care and development services to infants and toddlers. In the past, the District's Student Teens Educational and Parenting Support (STEPS) program has received small grants to enrich the program.

RATIONALE: This year's grant is \$873. The funds will be used to purchase infant and toddler toys for the District's STEPS program. In past years, small grants came as an additional allocation to the District with no requirement from the State Department of Education to adopt a Resolution. For the 2010-11 fiscal year, the State Department of Education is requesting that Governing Boards adopt the attached Resolution and authorize the designated personnel to sign contract documents for the grant. This agenda item supports Strategic Goal #2: Provide a safe environment for students and staff that is conducive to learning.

FUNDING: Grant award \$873

RECOMMENDATION: Adopt Resolution 10-11 Authorizing the Approval to Enter into a Transaction with the California Department of Education for the Purpose of Providing Child Care and Development Services and to Authorize the Designated Personnel to Sign Contract Documents for Fiscal Year 2010-2011.

Prepared by: Ann Herrington, STEPS Coordinator

RESOLUTION NO. 10-11

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2010-11.**

RESOLUTION NO. 10-11

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

authorizes entering into local agreement number/s CCAP-0101 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Dr. Casey Goodall</u>	<u>Associate Superintendent</u>	
<u>Ann Herrington</u>	<u>STEPS Coordinator</u>	

PASSED AND ADOPTED THIS 26th day of October 2010-11, by the Governing Board of TRACY UNIFIED SCHOOL DISTRICT of San Joaquin County, California.

I, _____, Clerk of the Governing Board of

TRACY UNIFIED SCHOOL DISTRICT of San Joaquin, County,

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



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: September 28, 2010
SUBJECT: Acknowledge Administrative Regulation 5116.1, Intradistrict Open Enrollment (Second 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 (Second 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.

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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.

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

Intradistrict Permits (High School)

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

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

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

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- 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.

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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.

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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.

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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

DRAFT



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
SUBJECT: Acknowledge Administrative Regulation 5117, Interdistrict Attendance Agreement (Second 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 (Second 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.

INTERDISTRICT ATTENDANCE AGREEMENT

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

INTERDISTRICT ATTENDANCE AGREEMENT

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

