

SEPARATE COVER ITEM

Board Meeting: August 9, 2011

Item No.: 14.1.2

Document: Lammersville Transportation MOU

MEMORANDUM OF UNDERSTANDING ADDRESSING
TRANSPORTATION SERVICES

This Memorandum of Understanding (hereafter the "MOU"), dated July ___, 2011, is made and entered into between the Tracy Joint Unified School District (hereafter the "Tracy District"), and the Lammersville Joint Unified School District (hereafter the "Lammersville District"), collectively the "Districts," both school districts organized and existing under the laws of the State of California. This MOU addresses the provision of transportation services for Lammersville District general education and special education students attending Tracy District high schools.

W I T N E S S E T H:

WHEREAS, the former Lammersville Elementary District, previously serving grades K-8 within its boundaries, initiated a process to become a unified school district that ultimately led to the formation of the Lammersville Joint Unified School District, now serving grades kindergarten through 12th;

WHEREAS, in the process leading to Unification (as defined below), the Tracy District and the former Lammersville Elementary District entered into an agreement (the "Pre-Unification Agreement"), dated June 23, 2009;

WHEREAS, the Pre-Unification Agreement sets forth various rights and obligations of the former Lammersville Elementary District and the Tracy District including those in relation to the formation and operation of the Lammersville District, such as administrative arrangements and agreed upon procedures to accommodate students and programs, interdistrict attendance of pupils who are residents of the respective districts, the procedures and processes to carry out unification of the former Lammersville Elementary District (the "Unification") consistent with Education Code sections 35700 through 35785, along with the equitable division of resources following the Unification;

WHEREAS, Section 5.G of the Pre-Unification Agreement addresses the issue of transportation services to high school age students residing within the boundaries of the Lammersville District to the Tracy District's Kimball High School prior to the opening of a high school within the Lammersville District and provides as follows:

The Lammersville Unified School District shall either pay reasonable costs for transportation of Lammersville Unified School District students to high schools in the Tracy District, or shall itself provide such transportation. The District shall develop a process for inclusion in the master interdistrict attendance agreement setting forth the method of identifying and valuing costs relating to such transportation services, including equipment, staff salaries and operational costs.

WHEREAS, Section 5.I of the Pre-Unification Agreement addresses the issue of the provision of special education services to high school age students residing within the boundaries of the Lammersville District, including transportation of special education students to the Tracy District's Kimball High School, prior to the opening of a high school within the Lammersville District and provides in relevant part as follows:

Together with the San Joaquin County Office of Education Special Education Local Plan Area (the "County SELPA"), the Tracy District provides special education services to non-severe and severe special education students. Until Lammersville Unified School District is able to offer special education services to non-severe and severe special education students, the Tracy District will continue to provide such services consistent with the terms of provision of services pursuant to the interdistrict attendance terms set forth above, subject to the availability of State and/or Federal funding.

WHEREAS, by way of this MOU, the Districts seek to address the issue of transportation services to be provided by the Tracy District on behalf of Lammersville District special education students;

WHEREAS, an election was held on June 8, 2010 to decide whether to approve the Unification;

WHEREAS, the measure to approve Unification was passed and approved by 81% of the eligible voters;

WHEREAS, consistent with the terms and conditions of such Unification, the Unification became effective on July 1, 2011 (the "Unification Date");

WHEREAS, the Lammersville District held its first organizational meeting and elected its governing board on June 22, 2010; and

WHEREAS, the Districts desire to set forth an agreement relating to the provision of home to school transportation services for Lammersville District high school age students to the Tracy District's Kimball High School for the 2011-2012 academic year.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the Districts do hereby agree as follows:

AGREEMENT:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Purpose. It is the intent of the Districts that this MOU shall serve as an agreement between the Districts to provide transportation services for Lammersville District high school age students to the Tracy District's Kimball High School.

3. Lammersville District. As a result of the afore-described Unification, all conditions, rights and obligations of the Lammersville Elementary District set forth in the agreements referenced above have now been assumed by and apply to the Lammersville District.

4. Term and Termination. The term of this MOU shall commence on the date first written above and terminate on June 30, 2012 ("Term"), unless otherwise renewed as set forth in Section 5 below.

a. Termination Due to State Law. To the extent that new legislation or modifications under State law make it not feasible for the Tracy District to provide transportation services to its own students residing within the boundaries of the Tracy District (i.e., because funding for student transportation services has been reduced), this MOU shall terminate. In such event, the Lammersville District shall be responsible (1) to the Tracy District for any costs for transportation services provided to the date of termination, and (2) for providing its own transportation services after the date of termination. The Districts shall engage in the meet and confer process as identified at paragraph 15 below, but the Tracy District shall have no continued or further obligation to provide the transportation services contemplated by this MOU.

b. Termination for Cause. If the Tracy District or the Lammersville District fails to fulfill in a timely and proper manner its respective obligations under this MOU, the party which properly performed under this MOU shall have the right to terminate this MOU by giving fifteen (15) days advance written notice to the other party of such termination and specifying the effective date of such termination. The party which failed to perform shall be given a reasonable amount of time to remedy any failure to fulfill its respective obligations under this MOU. In such event, the Lammersville District shall be responsible (1) to the Tracy District for any costs for transportation services provided to the date of termination, and (2) for providing its own transportation services after the date of termination.

5. Renewal of MOU. In the event the Lammersville District is not able to accommodate its high school age students at its own high school by the commencement of the 2012-2013 academic year, then by no later than February 15, 2012, the Lammersville District may request renewal of this MOU for the ensuing academic year by delivering a written notification to the Tracy District ("Renewal Notice"). This MOU shall be renewed on the same terms and conditions as set forth herein, only upon the mutual agreement of the Districts. If the Lammersville District fails to deliver such Renewal Notice to the Tracy District by no later than February 15, 2012, this MOU shall automatically terminate at the end of the Term, as defined in Section 4 above, and pursuant to Section 5.G of the Pre-Unification Agreement, the Lammersville District shall be responsible for providing transportation services to its high school

age students. The same renewal terms described in this Section 5 shall apply to each academic year during which this MOU is in effect, with the deadline for the Lammersville District to provide the Renewal Notice to the Tracy District being each February 15 prior to the end of each renewed term.

6. Buses. Nine (9) buses, to be used to transport high school students residing within the boundaries of the Lammersville District to Tracy District high schools, were previously purchased by the Tracy District using fees collected by way of a school impact mitigation agreement, dated October 27, 1998, as amended as of August 5, 2004 and September 8, 2009 ("Mitigation Agreement"), between the Tracy District and Trimark Communities, and its successor Shea Mountain House, LLC ("Mitigation Buses"). Consistent with the terms of the Pre-Unification Agreement, the Districts hereby agree that title to the Mitigation Buses shall remain with the Tracy District throughout the Term of this MOU, as such Term may be extended until such time that the Lammersville District is able to accommodate its high school age students at its own high school. Prior to the opening and operation of a high school within the Lammersville District, the Districts shall meet and confer to discuss transferring the title to the Mitigation Buses to the Lammersville District and the termination of this MOU.

Notwithstanding the foregoing, for the initial Term of this MOU (i.e., 2011-2012 academic year) only, the Lammersville District may elect to pay any monies owed to the Tracy District under this MOU in the form of the value of some or all of the Mitigation Buses in lieu of a cash payment, pursuant to the procedures identified in Section 8 below. As a result, the Tracy District would be allowed to retain permanent ownership of some or all of the Mitigation Buses at the time that ownership would otherwise have been transferred to the Lammersville District.

a. Service and Maintenance. Throughout the Term of this MOU, as such Term may be extended, the Tracy District hereby agrees to service and maintain the Mitigation Buses described above, and identified in **Exhibit A**, attached hereto and incorporated herein by this reference, for the express purpose of providing transportation services for Lammersville District high school age students to the Tracy District's Kimball High School in accordance with the terms of this MOU or for other transportation services which include Lammersville District students. The Tracy District agrees to keep the Mitigation Buses in good condition and repair and not to commit or permit waste thereof. The Districts agree that the Mitigation Buses shall be utilized, first and foremost and to the fullest extent possible, by the Tracy District for transporting Lammersville District high school age students. The Mitigation Buses shall not be used by the Tracy District for field trips or other events outside the Tracy District without the Lammersville District's prior approval, unless such buses are also used to transport Lammersville District high school age students on the field trip or other events. Notwithstanding the foregoing, the Lammersville District's prior approval shall not be required in the event that the Mitigation Buses are needed for emergency purposes, as determined by the Tracy District.

7. Transportation Services and Bus Passes. In accordance with the Pre-Unification Agreement, the Tracy District hereby agrees to provide transportation services for Lammersville District high school age students, including special education students in the following manner.

a. Transportation Services for Regular Education Students.

The Tracy District shall provide home to school transportation services for Lammersville District high school age regular education students to and from the Tracy District's Kimball High School, or to another Tracy District high school as determined by the Tracy District, consistent with the terms and conditions of this MOU.

The parents or legal guardians of such Lammersville District high school age students shall be required to apply and pay for, or be qualified to receive free or reduced, transportation services as set forth in the Tracy District's bus pass application packet. A copy of the Tracy District's bus pass application packet for the 2011-2012 academic year is attached hereto as **Exhibit B**, and is incorporated herein by this reference.

The Tracy District shall manage the sale of bus passes to Lammersville District regular education high school age students. The capacity of each of the Mitigation Buses is as set forth in **Exhibit A**, attached hereto. When eight (8) of the nine (9) Mitigation Buses are at full capacity, the Districts shall promptly meet and confer to reach a mutually agreeable solution to accommodate increased ridership.

Except for those school bus transportation applicants who qualify for free or reduced priced busing, the costs of a bus pass for the 2011-2012 academic year (collectively, "Bus Pass Fees") shall be in accordance with the following payment schedule:

	1 Student	2 Students	3 or More Students
ANNUAL			
Round Trip (to school and home)	\$360	\$720	\$900
One Way (to school only or to home only)	\$180	\$360	\$450
SEMESTER			
Round Trip (to school and home)	\$180	\$360	\$450
One Way (to school only or to home only)	\$90	\$180	\$225

Lammersville District regular education high school age students and their parents or legal guardians shall abide by all rules relating to transportation services, including bus riding rules and conduct at bus stops, as established by the Tracy District. A copy of the rules applicable to the 2011-2012 academic year (included in the bus application packet) are attached hereto as **Exhibit B**.

b. Transportation Services for Lammersville District High School Age

Students for Whom Transportation Is Not a Requirement of an Individual Education Program or a Section 504 Plan.

The Tracy District shall provide home to school transportation services for Lammersville District high school age students for whom transportation *is not* a requirement of an Individual Education Program (“IEP”) or Section 504 Plan (“504 Plan”) to and from Tracy District school sites determined by the Tracy District in consultation with the Lammersville District.

The parents or legal guardians of such Lammersville District high school age students shall be required to apply and pay for, or be qualified to receive free or reduced, transportation services as set forth in the Tracy District’s bus pass application packet. A copy of the Tracy District’s bus pass application packet for the 2011-2012 academic year is attached hereto as **Exhibit B**, and is incorporated herein by this reference.

The Tracy District shall manage the sale of bus passes to the Lammersville District high school age students. The capacity of each of the Mitigation Buses is as set forth in **Exhibit A**, attached hereto. When eight (8) of the nine (9) Mitigation Buses are at full capacity, the Districts shall promptly meet and confer to reach a mutually agreeable solution to accommodate increased ridership.

Except for those school bus transportation applicants who qualify for free or reduced priced busing, the Bus Pass Fees shall be in accordance with the following payment schedule:

	1 Student	2 Students	3 or More Students
ANNUAL			
Round Trip (to school and home)	\$360	\$720	\$900
One Way (to school only or to home only)	\$180	\$360	\$450
SEMESTER			
Round Trip (to school and home)	\$180	\$360	\$450
One Way (to school only or to home only)	\$90	\$180	\$225

Lammersville District high school age students for whom transportation is not a requirement of an IEP or 504 Plan, along with their parents or legal guardians, shall abide by all rules relating to transportation services, including bus riding rules and conduct at bus stops, as established by the Tracy District. A copy of the rules applicable to the 2011-2012 academic year (included in the bus application packet) are attached hereto as **Exhibit B**. Consequences for violations of such rules by the students described in this subsection b shall be consistent with all applicable special education and 504 Plan laws.

c. Transportation Services for Lammersville District High School Age

Students for Whom Transportation Is a Requirement of an Individual Education Program or a Section 504 Plan.

The Tracy District shall provide transportation services for Lammersville District high school age special education and 504 Plan students who are eligible to receive transportation services based on their respective disabilities as determined by the IEP or 504 committees, respectively, to and from school sites determined by the Tracy District in consultation with the Lammersville District.

Since transportation services are mandated for this group of students by an IEP or 504 Plan, as described above, the Bus Pass Fees shall be waived by the Tracy District, upon a determination by the IEP or 504 committees, respectively, during the Term of this MOU, and the total cost of transporting these students shall be borne by the Lammersville District.

Lammersville District special education and 504 Plan high school age students for whom transportation is identified as a related service in an IEP or 504 Plan, along with their parents or legal guardians, shall abide by all rules relating to transportation services, including bus riding rules and conduct at bus stops, as established by the Tracy District. A copy of the Tracy District's bus pass application packet for the 2011-2012 academic year is attached hereto as **Exhibit B**, and is incorporated herein by this reference. Consequences for violations of such rules by the students described in this subsection c shall be consistent with all applicable special education and 504 Plan laws.

8. Cost of Transportation Services.

The cost of transportation services to be provided to Lammersville District high school age students as set forth herein is estimated to be \$301,644 for the 2011-2012 academic year. This is a non-binding estimate only. In order to determine the actual cost of such transportation services for each academic year during which this MOU is in effect, the per mile rate set forth in the Tracy District's completed 2010-2011 FORM TRAN (attached hereto as **Exhibit C** for home to school transportation and for curb to curb special education transportation and incorporated herein by reference), which FORM TRAN may be updated on an annual basis, shall be multiplied by the mileage traveled during each academic year by the Mitigation Buses, including for purposes of transporting Lammersville District high school age special education students, as described herein ("Actual Transportation Cost"). By way of illustration, the following example demonstrates how the Actual Transportation Cost will be calculated if all Mitigation Buses are used during the 2011-2012 academic year and the assumptions for the 2010-2011 academic year remain in place.

EXAMPLE CALCULATION:

[NOTE: This example is based on the assumption that all Mitigation Buses will operate each school day, with each bus driving a morning and an afternoon route, averaging 35 miles per day for the two round trips.]

$$9 \text{ buses} \times 35 \text{ miles per day} = 315 \text{ miles per day.}$$

$$315 \text{ miles per day} \times 180 \text{ school days} = 56,700 \text{ miles per year.}$$

Though the cost per mile has not yet been established for the 2011-2012 academic year, based on the \$5.32 rate per mile used for the 2010-2011 academic year for home to school transportation only:

$$\$5.32 \text{ per mile} \times 56,700 \text{ miles per year} = \$301,644.$$

The Districts agree that, based on the number of passengers that each of the Mitigation Buses can carry (as identified in the attached **Exhibit A**), it may not be necessary for the Tracy District to use all of the Mitigation Buses if not enough Lammersville District high school age students have signed up to receive transportation services. Furthermore, the Tracy District agrees to maximize the load of each of the Mitigation Buses for transportation of Lammersville District high school age students. The maximum load of each Mitigation Bus shall be determined by the Tracy District, in consultation with the Lammersville District taking into consideration such factors as student safety and efficiency, including the age of the student body receiving transportation services on each Mitigation Bus, for each route. Section 7 above addresses treatment by the District in the event eight (8) of the nine (9) Mitigation Buses reach full capacity.

a. Reduction of Actual Transportation Cost – Bus Pass Fees. The Lammersville District acknowledges that Bus Pass Fees offset only a portion of the Actual Transportation Cost. The Tracy District agrees to apply the proportionate amount of Bus Pass Fees received from the Lammersville District high school age students to reduce the Actual Transportation Cost owed by the Lammersville District for each Invoice Period.

b. Reduction of Actual Transportation Cost – Federal or State Funding. The Tracy District expects to receive state or federal funds (“Federal or State Funding”) to provide transportation services to students residing within the boundaries of the Tracy District. Accordingly, the Tracy District shall apply such Federal or State Funding to mitigate the costs of transporting such Tracy District students. Based on the rules applicable to the Federal or State Funding, the Tracy District will determine whether such funding may be applied to reduce the Actual Transportation Cost owed by the Lammersville District for each Invoice Period (defined below). Specifically, to the extent that the Tracy District receives any Federal or State Funding to provide transportation services to students residing within the boundaries of the Lammersville District, the Tracy District will apply such Federal or State Funding to reduce the Lammersville District’s Actual Transportation Cost; or to all students who use school district-administered transportation services, the Tracy District will apply such Federal or State Funding to reduce the Lammersville District’s Actual Transportation Cost on a pro rata basis.

c. Invoicing. The Lammersville District shall be responsible for the total Actual Transportation Cost, as reduced by Bus Pass Fees and any Federal or State Funding applicable to students residing within the boundaries of the Lammersville District. The Tracy District, in accordance with its normal billing practice, will invoice the Lammersville District twice per year—for transportation services received from August 1 through December 31, 2011 and from January 1 through June 30, 2012 (each an “Invoice Period”).

The Tracy District shall send a detailed invoice to the Lammersville District no later than thirty (30) days after the end of each Invoice Period, summarizing the costs of providing such transportation services. At a minimum, the invoice shall specify how the Tracy District calculated the Actual Transportation Cost for the prior Invoice Period. The Lammersville District shall make payment to the Tracy District within thirty (30) days after receipt of the invoice.

d. Payment in Lieu of Cash. In lieu of cash payments for each Tracy District invoice for the initial Term of this MOU (i.e., 2011-2012 academic year) only, the Lammersville District may elect to allow the Tracy District to retain permanent ownership of some or all of the Mitigation Buses as of the time that ownership would otherwise have been transferred to the Lammersville District under the terms of the Pre-Unification Agreement. The Districts acknowledge that with depreciation, the value of the buses as set forth in **Exhibit A** hereto will decline. Such depreciation amounts shall be determined by the Districts in accordance with the then most current edition of the Yellow School Bus Book published by Marathon, or a mutually agreeable depreciation schedule if the Yellow School Bus Book is no longer published. In the event this MOU is renewed in accordance with Section 5 above, the Districts will incorporate into such renewal terms, provisions addressing the reduced value of the buses to be transferred and the impact of such reduced value on the reimbursement to the Tracy District for such future transportation services. The amount by which the Actual Transportation Cost owed by the Lammersville District is reduced shall be the value of the Mitigation Buses being retained by the Tracy District. The value of each bus is as set forth in **Exhibit A**, attached hereto and is subject to the Lammersville District’s independent confirmation with A-Z Bus Sales, Inc. of such value, or subject to the mutual agreement of the Districts hereto, the Districts may apply an alternative source for estimating school bus value. In any event, such confirmation must occur within ninety (90) days of the final approval of this MOU. If the value of the Mitigation Buses as set forth in **Exhibit A** is different than the value determined by way of Lammersville District’s agreed upon confirmation process described above, the Districts shall agree to adjust the value amounts in **Exhibit A** accordingly. If the Lammersville District elects to transfer Mitigation Buses to the Tracy District in lieu of cash payments for the Actual Transportation Cost, the Mitigation Buses shall be transferred in order of the age of the buses, with the first bus being the oldest bus identified in **Exhibit A**. In the event the Mitigation Buses are the same age, then the bus of the same age, but with the highest mileage shall be transferred first. By way of illustration, the oldest bus listed in **Exhibit A** is valued at \$21,500. At the Lammersville District’s election, rather than paying the first \$21,500 due hereunder to the Tracy District, the Tracy District shall instead retain ownership of that particular bus. The annual payment from the Lammersville District may be made in cash, in Mitigation Buses, or in any combination of cash or Mitigation Buses equaling the total amount due. In the event the amount of the Actual Transportation Cost owed by the Lammersville District is to be reduced by the value of a Mitigation Bus being retained by the Tracy District but the value of such Mitigation Bus exceeds

the Actual Transportation Cost, such excess value shall be paid in cash. In the event this MOU is terminated, shall reconcile any differences as described in Section 13 below.

9. Bus Stops. The Tracy District and the Lammersville District have jointly determined bus stops and schedules for the 2011-2012 academic year at a meeting held between the Districts on January 24, 2011. Any changes desired by the Lammersville District for the 2012-2013 academic year shall be requested in writing by the Lammersville District and submitted to the Tracy District no later than February 28, 2012.

10. Complaints. The Tracy District shall be responsible for responding to complaints relating to personnel issues in connection with the bus transportation services contemplated to be provided under this MOU. The Lammersville District shall be responsible for responding to complaints relating to bus stops, schedules and transportation fees, including free and reduced transportation services applications, because it is likely that such complaints will result in cost increases to the Lammersville District. The Tracy District shall reasonably cooperate with and advise the Lammersville District regarding any such complaints which are submitted by Lammersville District high school age students.

11. Records. The Tracy District shall provide the records described below to the Lammersville District on or before July 30, 2012. If the Term of this MOU is extended, the Tracy District shall provide the records described below for the then current academic year on or before each July 30.

a. Copies of bus pass applications from Lammersville District high school age students and a summary of the Bus Pass Fees collected (including any free or reduced priced busing amounts) from such students for the 2011-2012 academic year; and

b. A copy of the total billing statement for the Lammersville District's costs of transportation services for the 2011-2012 academic year.

12. Record Retention Requirement. All records related to this MOU shall be retained for three (3) years from the close of the applicable fiscal year.

13. Reconciliation. Within sixty (60) after the expiration or earlier termination of this MOU, the Tracy District shall provide the Lammersville District with a detailed reconciliation of the Annual Transportation Cost, the actual revenue collected from the Bus Pass Fees, and the actual amount of Federal and State Funding received by the Tracy District for students residing within the boundaries of the Tracy District and the Lammersville District, respectively, for the academic year then ending. The Tracy District shall either refund the Lammersville District for any overpayment within thirty (30) days of the reconciliation or shall invoice the Lammersville District for any underpayment. The Lammersville District shall reimburse the Tracy District for such underpayment, if any, within thirty (30) days after receipt of said invoice.

14. Insurance. The Tracy District maintains insurance covering liability relating to, arising from or caused by its own buses, students transported by such buses, and staff who drive and service such buses. For the term of this MOU, the Tracy District shall maintain insurance for the Lammersville District high school age students who receive transportation services under this MOU to the same extent that the Tracy District maintains insurance for its own students who

are transported by bus. All such insurance shall name the Lammersville District as an additional insured, so long as both Districts retain the same insurance provider.

15. Meet and Confer. In the event of a disagreement between the Districts regarding the terms and conditions of this MOU, the Districts hereby agree to meet and confer within two (2) weeks following notice of the disagreement. Notwithstanding the Districts' good faith attempts to resolve such disagreement, if such disagreement cannot be mutually resolved within thirty (30) days, the Districts shall reserve their respective rights to pursue any other remedies available at law or in equity.

16. Compliance with Law. The Districts shall comply and conform to any applicable municipal, state, and federal laws, regulations, orders, permits, requirements and rules, as may be amended from time to time, relating to this MOU throughout the entire Term of this MOU and any extension or renewal thereof.

17. Indemnification. The Tracy District agrees to indemnify, defend and hold harmless the Lammersville District, their respective officers, officials, agents, employees and representatives, from any and all claims, losses, liabilities, damages, demands, or expenses, including reasonable attorneys' fees and costs (collectively, the "Liabilities"), arising out of or in connection with the negligent or intentional acts or omissions of the Tracy District, its officers, officials, agents, employees and representatives relating to the Tracy District's performance of its obligations under this MOU, except for such Liabilities caused by or arising out of the negligent acts of or omissions of, or the willful misconduct of the Lammersville Elementary District or the Lammersville District, or their respective officers, officials, agents, employees and representatives. The Lammersville District, agrees to indemnify, defend and hold harmless the Tracy District, its officers, officials, agents, employees and representatives, from any and all Liabilities, arising out of or in connection with the negligent or intentional acts or omissions of the Lammersville Elementary District or the Lammersville District, their respective officers, officials, agents, employees and representatives relating to the Lammersville Elementary District's or the Lammersville District's, performance of its obligations under this MOU, except for such Liabilities caused by or arising out of the negligent acts of or omissions of, or the willful misconduct of the Tracy District, or its officers, officials, agents, employees and representatives.

18. Notices. Any notice to the other party(s) shall be in writing and given by delivering the same to such party(s) (a) in person; (b) by sending the same by registered or certified mail, return receipt requested, with postage prepaid; or (c) by delivering any notice by nationally recognized overnight delivery service (such as Federal Express) for next business day delivery to the following addresses:

If to the Tracy District: Tracy Joint Unified School District
 1875 W. Lowell Avenue
 Tracy, CA 95376
 Attn: Superintendent

With a copy to: Kronick, Moskovitz, Tiedemann & Girard
 400 Capitol Mall, 27th Floor
 Sacramento, CA 95814
 Attn: Addison Covert

If to the Lammersville
District: Lammersville Joint Unified School District
 300 Legacy Drive
 Mountain House, CA 95391
 Attn: Superintendent

With a copy to: Lozano Smith
 2001 North Main Street, Suite 650
 Walnut Creek, CA 94596
 Attn: Harold M. Freiman

Any party may change its mailing address at any time by giving written notice of such change to the other parties in the manner provided therein. All notices under this MOU shall be deemed given, received, made or communicated on the date personal delivery is effected, or if mailed or sent by overnight delivery service, on the delivery date or attempted delivery date shown in the return receipt. No party shall refuse or evade delivery of any notice.

19. Binding Effect. This MOU shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

20. Legal Effect. All obligations of the Tracy District, the Lammersville Elementary District and the Lammersville District are expressly made conditions of this MOU.

21. Amendments, Changes and Modifications. This MOU shall not be effectively amended, changed, modified or altered without the written agreement of all parties hereto.

22. Severability. If any term, provision, covenant or condition of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and this MOU shall remain in full force and effect.

23. Entire Agreement. As of the date of this MOU as set forth above, this MOU constitutes the sole and only agreement between the Districts concerning their rights and duties in connection with the matters specified herein. Any prior agreements or representations between the Districts regarding those matters are null and void unless expressly set forth in this MOU.

24. Governing Law. This MOU shall be construed in accordance with and governed by the laws of the State of California. Any action to enforce or interpret this MOU shall be brought in San Joaquin County, California.

25. Counterparts. This MOU may be executed in counterparts and all counterparts so executed shall constitute one agreement binding on all the parties hereto. It shall not be necessary for each party to execute the same counterpart.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereby have executed this Memorandum of Understanding as of the date first written above.

TRACY DISTRICT:

TRACY JOINT UNIFIED SCHOOL DISTRICT,
a school district

By: _____
James Franco, Superintendent

LAMMERSVILLE DISTRICT:

LAMMERSVILLE JOINT UNIFIED SCHOOL
DISTRICT, a school district

By: _____
Dale H. Hansen, Superintendent

EXHIBIT A
BUS IDENTIFICATION, CAPACITY AND VALUES

As of 2/14/2011

VIN Number	Year/Make	Bus #	Fuel	# Passengers	Mileage	Trade in Value
1BABNBMA53F213501	2003 Blue Bird	#34	CNG	84 pass	92,112	\$21,500
1BABNBKA57F24548	2007 Blue Bird	#41	DSL	64 pass	20,591	\$54,000
1BABNBKA90F256516	2009 Blue Bird	#47	DSL	50 pass	14,073	\$56,800
1BABNBKA59F257812	2009 Blue Bird	#48	DSL	50 pass	15,547	\$56,800
1BABNBKA09F257532	2009 Blue Bird	#51	DSL	50 pass	11,960	\$56,800
1BABNBXA6AF269925	2010 Blue Bird	#52	DSL	50 pass	6,943	\$66,300
1BABNBXA8AF269926	2010 Blue Bird	#53	DSL	50 pass	12,632	\$66,300
BABNVXAXAF269927	2010 Blue Bird	#54	DSL	50 pass	7,689	\$66,300
1BABNBXA3A269929	2010 Blue Bird	#56	DSL	50 pass	5,123	\$66,300

The trade-in values listed above have been provided by Bruce McGinnis, A-Z Bus Sales, Inc., Used Bus Manager.

EXHIBIT B

2011-2012 TRACY DISTRICT BUS PASS APPLICATION PACKET

[Remainder of this page intentionally left blank]



TRACY UNIFIED SCHOOL DISTRICT - TRANSPORTATION DEPARTMENT

1875 W. LOWELL AVE. TRACY, CA 95376

PHN 209.830.3216 FAX 209.830.3217 WEB <http://www.tracy.k12.ca.us/>

BUS PASS PROCESSING HOURS

Monday through Friday

8:00 AM – 11:30 AM

1:00 PM – 4:00 PM

July, 2011

Dear Parent/Guardian,

Your student(s) may be eligible for school bus transportation service for the 2011-2012 school year, provided that your student(s) is attending their home school (not on an intra-district or inter-district transfer).

School Bus Transportation is provided as a service, for a fee, in the Tracy Unified School District area and is provided from the nearest school bus stop (as determined by the School Board) to the student's Home School based on the student's home address (The address which is registered with the Home School). **The cost for a round trip full year bus pass for the 2011-2012 school year is \$360.00. Semester and one way plans are also available.** Payment can be made by money order, cash, VISA or MasterCard, or check. (A convenience fee will apply with use of VISA or MasterCard).

School Bus Transportation is not fully funded by the State, requiring Tracy Unified School District to charge for busing in order to provide the service. School Bus Transportation of students (with the exception of Special Needs Students) is not a requirement by law and is provided as a service to the families of Tracy Unified School District who are within the Board Approved Busing Areas. While our transportation services and bus stops are limited, we have attempted to provide the best services available within our limited resources. It is ultimately the responsibility of the parent/guardian to ensure that their student(s) attend school (Section 48200 of the Education Code).

Attached are the 2011-2012 Bus Pass Application and the Bus Pass Information Packet which includes the Bus Pass Purchase Information, the Bus Riding Rules, General Rules of Conduct at School Bus Stops (which includes Red Light Crossing Instructions and the Bus Danger Zone diagram). **Please review this information with your child(ren) prior to utilizing the bus service as they will be required to follow all Bus Riding Rules.**

The 2011-2012 Bus Pass application, after completion by the student's parent or legal guardian, can either be mailed with the appropriate payment (check or money order, *please do not send cash through the mail*) or hand delivered to the Transportation Department Office for processing. **Unfortunately, we are unable to process applications or payment online or over the phone.** School Bus Drivers cannot accept applications/payment for new student bus passes.

Please be reminded that all students must be fully registered at their home school site prior to applying for a bus pass. If your student is in need of transportation service beginning on the first day of the 2011-2012 school year, you must obtain their bus pass prior to that date. The closer to that date, the busier the Transportation Department becomes causing longer bus pass application processing times.

To help expedite the Bus Pass process, if you are applying for free or reduced cost transportation, please make sure to bring the 2010 IRS tax forms from all members of the household showing gross yearly income and number of dependents. **Please be aware that free or reduced cost transportation applications can take up to five (5) business days to be reviewed and fully processed, and additional information may be required for completion.**

Should you have any questions, please contact the Transportation Department at (209) 830-3216.

Sincerely,
John Heerema
Director of Transportation

"We are dedicated to safely transport tomorrow's future."



DISTRITO ESCOLAR UNIFICADO DE TRACY

DEPARTAMENTO DE TRANSPORTACION

1875 W. LOWELL AVE.

TRACY, CA 95376

Teléfono 209 830-3216 Fax 209 830-3217 web <http://www.tracy.k12.ca.us>

HORAS PARA PROCESAR PASES DE AUTOBUS

lunes a viernes

8:00 am a 11:30 am

1:00 pm a 4:30 pm

Julio, 2011

Estimados Padres/Tutores,

Nuestros expedientes indican que su(s) estudiante(s) puede(n) tener derecho al servicio de transporte de autobús escolar para el año escolar 2011-2012 con la condición de que su(s) estudiante(s) asista(n) a la escuela correspondiente a la zona en que vive (no se proporciona transporte a los estudiantes con permiso para asistir a otra escuela dentro o fuera del distrito).

El Transporte de Autobús Escolar se proporciona como un servicio por un honorario en el Distrito Escolar Unificado de Tracy y se proporciona desde la parada de autobús escolar más cercana (como lo determina la Mesa Directiva) a la escuela correspondiente a la que asiste el estudiante basado en la dirección del hogar del estudiante (La dirección que está registrada en la escuela correspondiente a la zona en que vive). **El costo por un pase para el año escolar 2011-2012 es de \$360.00.** También hay planes de semestre y de ida a la escuela o de regreso a casa. El pago puede hacerse por giro postal, en efectivo, Visa o Mastercard, o por cheque.

El Transporte del autobús escolar no es financiado completamente por el Estado, requiriendo que el Distrito Escolar Unificado de Tracy cobre por el transporte para proporcionar el servicio. El transporte de autobús escolar (con la excepción de Estudiantes de Educación Especial) no es requerido por la ley y se proporciona como un servicio a las familias del Distrito Escolar Unificado de Tracy que están dentro del Área Aprobada por la Mesa Directiva para Transporte de autobús escolar. Mientras nuestros servicios de transportación y paradas de autobús son limitados; hemos procurado proporcionar los mejores servicios disponibles dentro de nuestros recursos limitados. Es últimamente la responsabilidad del padre/tutor asegurar que su(s) estudiante(s) asista(n) a la escuela (Sección 48200 del Código del Educación).

Adjunto encontrara la solicitud para el Pase de Autobús y el Paquete de Información del Pase de Autobús el cual incluye la hoja de Información Sobre Compra de Pases de Autobús, nuestras Reglas para Viajar en el Autobús, Reglas Generales de Conducta en las Paradas de Autobús (que incluye Instrucciones Sobre el Cruce de Luces Rojas y el diagrama de las Zonas Peligrosas de Autobuses. **Por favor repase esta información con su(s) hijo(s) antes de utilizar el servicio de autobús ya que se les requerirá seguir todas las Reglas para Viajar en Autobús.**

La solicitud para Pase de Autobús para 2011-2012, después de completarse por el padre o tutor legal del estudiante, puede mandarse por correo con el pago apropiado (cheque o giro postal, *por favor no mande dinero en efectivo por correo*) o entregarse personalmente a la Oficina del Departamento de Transportación para procesamiento. **Desafortunadamente, no podemos procesar las solicitudes o pago por medio del internet o por teléfono.** Los choferes de Autobús no pueden aceptar solicitudes/pagos para pases de nuevos estudiantes.

Para ayudar a acelerar el proceso de Pase de Autobús, si usted solicita para el servicio de autobús gratuito o de precio reducido, por favor asegúrese traer sus formas de impuesto de IRS de 2010 de todos los miembros del hogar mostrando el ingreso anual bruto y el número de dependientes. **Tenga en cuenta que las solicitudes para transporte gratuito o de precio reducido pueden tomar hasta cinco (5) días hábiles para ser repasadas y procesadas completamente, y puede ser necesaria información adicional para completarse.**

Si tiene cualquier pregunta, por favor póngase en contacto con el Departamento de Transportación al (209) 830-3216.

Sinceramente,
John Heerema
Director de Transportación

“Nos dedicamos a transportar con seguridad al futuro de mañana.”

STUDENT ELIGIBILITY

The following students may be eligible for transportation:

- Students who are attending their home school and are within the Board Approved School Busing boundaries (based on the home address registered at the home school), and;
- Students who have the appropriate bus pass application on file and have a valid Bus Pass for the 2011-2012 school year. Students must carry their valid bus pass at all times and present their valid bus pass to the driver each and every time they board their designated School Bus, and;
- Special Education students with an IEP requiring transportation.

Please be reminded that students attending a TUSD school on an inter or intra district transfer are not eligible for transportation, as stated on the transfer form.

SERVICE

Tracy Unified School District provides transportation service for eligible students to the following District schools based on the board-approved boundaries:

Bohn Elementary School, Jacobson Elementary School, Kelly School, Kimball High School, Monte Vista Middle School, South / West Park Elementary School, Tracy High School, Villalovoz Elementary School, West High School, Williams Middle School

Tracy Unified School District **does not** provide transportation service (**With the exception of Special Needs Students**) to the following District schools based on the board-approved boundaries:

Central, Duncan Russell, Freiler, Hirsch, McKinley, North, Poet Christian, Stein, IGCG, Tracy Adult School

Due to limited resources we cannot provide transportation outside of the regular school bus schedule for students participating in sports, tutoring or other before or after-school activities.

***For Rally schedules, all students will be given the opportunity to attend, therefore buses will run on regular schedule.

PAYMENT SCHEDULE

ANNUAL	1 Student	2 Students	3 or More Students
Round Trip (to school and home)	\$360.00	\$720.00	\$900.00
One Way (to school only or to home only)	\$180.00	\$360.00	\$450.00

SEMESTER	1 Student	2 Students	3 or More Students
Round Trip (to school and home)	\$180.00	\$360.00	\$450.00
One Way (to school only or to home only)	\$90.00	\$180.00	\$225.00

FIRST SEMESTER BUS PASSES EXPIRE FRIDAY DECEMBER 16TH 2011.

A second semester bus pass must be purchased prior to any student using school bus services in the second semester. Starting on January 3rd, 2012, transportation will be refused to any student who does not have a valid second semester or full year bus pass application on file in the Transportation Department. There will be no 'grace period'. Please visit the Transportation Department Office during the month of November or December to purchase a second semester bus pass.

PAYMENT INFORMATION

- Bus passes must be purchased and obtained PRIOR to use of the transportation system.

- Applications and payment must be made to the Transportation Office by mail or in person. School Bus Drivers cannot accept applications/payment for new student bus passes. **Unfortunately, we are unable to process applications or payment online or over the phone.**

ELEGIBILIDAD DE ESTUDIANTES

Los siguientes estudiantes son elegibles para transportación:

- Los estudiantes que asisten a la escuela correspondiente a la zona en que viven y están dentro de los límites de Transporte de Autobús Escolar Aprobados por la Mesa Directiva (basado en la dirección del hogar con que están registrados en la escuela correspondiente a la zona escolar en que viven), y;
- Los estudiantes que tienen la solicitud apropiada para el pase de autobús en el expediente y tienen un Pase de Autobús valido para el año escolar 2011-2012. Los estudiantes deben cargar su pase de autobús valido a toda hora y presentar su pase de autobús valido al chofer cada vez que abordan su Autobús Escolar designado, y;
- Estudiantes de Educación Especial con un IEP que requiere transportación.

Por favor recuerden que los estudiantes que asisten a una escuela de TUSD con permiso para asistir a otra escuela dentro o fuera del distrito no son elegibles para transportación, como se indica en la forma de permiso para cambio de escuela.

SERVICIO

El Distrito Escolar Unificado de Tracy ofrece servicio de transporte para los estudiantes elegibles para las siguientes escuelas del distrito basado en los límites aprobados por la Junta:

Escuela Primaria Bohn, Escuela Primaria Jacobson, Escuela Kelly, Escuela Preparatoria Kimball, Escuela Intermedia Monte Vista, Escuela Primaria South/West Park, Escuela Preparatoria Tracy, Escuela Primaria Villalovoz, Escuela Preparatoria West, Escuela Intermedia Williams.

El Distrito Escolar Unificado de Tracy **no proporciona** servicio de transporte (**con excepción de los alumnos con necesidades especiales**) a las siguientes escuelas del distrito basado en los límites aprobados por la Mesa Directiva:
Central, Duncan Russell, Freiler, Hirsch, McKinley, North, Poet Christian, Stein, IGCG, Escuela de Adultos de Tracy

Debido a recursos limitados, no podemos ofrecer transporte fuera del horario escolar regular de autobuses para los estudiantes que participan en deportes, enseñanza suplemental u otras actividades antes o después de clases.

*** Para horarios de Rally, todos los estudiantes tendrán la oportunidad de asistir, por lo tanto los autobuses funcionarán en horario regular.

ESCALA DE PAGOS

ANUAL	1 Estudiante	2 Estudiantes	3 o Más Estudiantes
Viaje Redondo (a la escuela y a casa)	\$360.00	\$720.00	\$900.00
Una dirección (a la escuela o a casa únicamente)	\$180.00	\$360.00	\$450.00

SEMESTRE	1 Estudiante	2 Estudiantes	3 o Más Estudiantes
Viaje Redondo (a la escuela y a casa)	\$180.00	\$360.00	\$450.00
Una dirección (a la escuela o a casa únicamente)	\$90.00	\$180.00	\$225.00

LOS PASES DE AUTOBUS DEL 1^{er} SEMESTRE SON VALIDOS HASTA EL 16 DE DICIEMBRE, 2011.

Debe comprarse un Pase de Autobús del 2º Semestre antes que cualquier estudiante use el servicio de autobús escolar en el 2º Semestre. Comenzando el 3 de enero, 2012, se rehusará el transporte a cualquier estudiante que no tenga un Pase de Autobús para el 2º Semestre valido o una solicitud para pase de año completo en el expediente de la Oficina del Departamento de Transportación durante el mes de noviembre o diciembre para comprar un pase de autobús para el segundo semestre.

INFORMACION SOBRE EL PAGO

- Los pases del autobús deben comprarse ANTES de usar el sistema de transportación.
- Las solicitudes y el pago deben hacerse a la Oficina de Transportación por correo o en persona. Los conductores de autobús escolar no pueden aceptar solicitudes/pagos para pases de autobús nuevos de estudiantes. **Desafortunadamente, no podemos procesar solicitudes o pagos por internet o por teléfono.**

- Payment may be made by cash, check, money order, or VISA or MasterCard. (A \$2.50 convenience fee will apply with use of VISA or MasterCard).
- There will be a \$25.00 collection fee for any check returned by the bank.
- Payment for addition of AM, PM, or Full Year transportation to a One Way or First Semester bus pass may be made during the current school year. The original bus pass will be required to obtain the adjusted bus pass.

CREDIT/DEBIT

The Transportation Department will accept cards from the following credit card companies:

** VISA and MasterCard **

Debit cards that do not require a PIN number and have the VISA or MasterCard logo are also welcome.

- Payment by credit may be made in person at the TUSD Transportation Office only. **Unfortunately, we are unable to process applications or payment online or over the phone.**
- Any person presenting a credit/debit card to the cashier must be the person whose name appears on the card and present a valid photo ID.
- All card owners are responsible for the security over issuance and use of their cards.
- There will be a \$2.50 convenience fee for each credit transaction.

CHECKS

- Checks can be made payable to TUSD Transportation.
- Include the following information on every check:
FULL NAME, CURRENT STREET ADDRESS, HOME PHONE NUMBER

Should your bank return your check unpaid, Tracy Unified School District's bank will automatically return the check to the Transportation Department. The Transportation Department will attempt to notify you by phone and mail of the returned check. You will have five business days from the date of notification to pay the original amount of the returned check **AND** pay the California state authorized collection fee of \$25.00. Payment must be made by cash, cashier's check or money order. No personal checks will be accepted. If you do not pay the original amount of the returned check and collection fee within five business days, your child's bus pass will be confiscated and your student will be refused transportation. If your check was unpaid by your bank due to a bank error, please provide documentation of that error, from your bank, within 30 days of the receipt of notification. At that time any due credit will be issued promptly.

REDUCED COST TRANSPORTATION

Reduced cost transportation is 40% of the total Bus Pass cost.

The following students may be eligible for reduced cost transportation:

- Students whose total household income is at or below the "Reduced Eligibility" scale (scale located in the Transportation Department) and have provided the documentation listed below. (*Household means a group of related or non-related individuals who share living expenses. Living expenses include rent, clothes, food, and utility bills.*)

If applying for reduced cost transportation based on household income that is at or below the "Reduced Eligibility" scale, applicant must provide 2010 IRS tax forms for all members of the household showing their gross yearly income and number of dependents. If receiving state assistance, applicants must provide their current Passport to Services from the Human Services Agency or other legal document showing the case number and income verification. **Please be aware that free or reduced cost transportation applications can take up to five (5) business days to be reviewed and fully processed, and additional information may be required for completion.**

Application and bus pass are required for reduced cost transportation.

- El pago puede hacerse en efectivo, por cheque, giro postal, o Visa y Master Card (Se aplica un pequeño costo de conveniencia por el uso de Visa o Master Card).
- Habrá un cobro de \$25.00 por cualquier cheque que regrese el banco.
- El pago para agregar AM, PM, o Transporte de Año Completo a un Pase de Autobús de una Dirección o de Primer Semestre se podrán hacer durante el año escolar en curso. El pase original de autobús será necesario para obtener el pase de autobús ajustado.

CREDITO/DEBITO

El Departamento de Transporte aceptará tarjetas de las siguientes compañías de tarjeta de crédito:

**** VISA y MasterCard ****

Las tarjetas de débito que no requieren un número personal de identificación y que tienen el logotipo de VISA o Master Card también se aceptan.

- El pago con tarjeta de crédito puede hacerse en persona en la Oficina de Transportación de TUSD solamente. **Desafortunadamente, no podemos procesar las solicitudes o pagos por internet o por teléfono.**
- Cualquier persona que presenta una tarjeta de crédito/débito al cajero debe ser la persona cuyo nombre aparece en la tarjeta y una identificación válida con foto.
- Todos los dueños de tarjeta son responsables de la seguridad sobre emisión y uso de sus tarjetas.
- Habrá un honorario de conveniencia de 2.50 dólares por cada transacción de crédito.

CHEQUES

- Haga todos sus cheques pagaderos a TUSD Transportation.
- Incluya la siguiente información en cada cheque:
NOMBRE COMPLETO, DOMICILIO ACTUAL , TELEFONO DEL HOGAR

Si su banco devuelve su cheque sin pagar, el Distrito Escolar Unificado de Tracy devolverá automáticamente el cheque al Departamento de Transportación. El Departamento de Transportación intentará notificarle por teléfono y correo acerca del cheque devuelto. Tendrá cinco días hábiles a partir de la fecha de la notificación para pagar la cantidad original del cheque devuelto y pagar la cuota de colección de \$ 25.00 dólares autorizada por el estado de California. El pago debe hacerse en efectivo, cheque de cajero o giro postal. No se aceptarán cheques personales. Si no paga el monto original del cheque devuelto y la cuota de colección dentro de cinco días hábiles, el pase de autobús de su hijo será decomisado y se negara el transporte a su hijo. Si su cheque no fue pagado por su banco debido a un error del Banco, sírvase proporcionar documentación de ese error, de su banco, dentro de los 30 días de recibir la notificación. A esa hora se dará con prontitud cualquier crédito.

TRANSPORTACION DE COSTO REDUCIDO

El costo de transportación de precio reducido es de 40% del total del costo del Pase de Autobús.

Los siguientes estudiantes son elegibles para el precio reducido de transportación:

- Los estudiantes cuales el ingreso total del hogar esta en o es menos que la escala de "Elegibilidad para Precio Reducido" (la escala se encuentra en el Departamento de Transportación). (*Hogar quiere decir un grupo de individuos con parentesco o sin el que viven como una unidad económica y comparten los gastos. Los gastos incluyen renta, ropa, alimentos y pagos de servicios públicos.*)

Si solicita para transportación de precio reducido basado en el ingreso familiar que está en o debajo de la escala de "Elegibilidad para Precio Reducido", el solicitante debe proporcionar las formas de impuestos de IRS de 2010 de todos los miembros del hogar que muestre su ingreso anual en bruto y el número de dependientes. Si reciben ayuda del estado, los solicitantes deben proporcionar su Pasaporte a Agencia de Servicios Humanos u otro documento legal que muestre el número del caso y verificación de ingresos. La solicitud y el pase se requieren para transporte de precio reducido. **Tenga en cuenta que las solicitudes para transporte gratuito o de precio reducido**

pueden tomar hasta cinco (5) días hábiles para ser revisadas y procesadas por completo, y puede requerirse información adicional para completarlas.

Se requiere una solicitud y un pase de autobús para transporte de precio reducido.

FREE TRANSPORTATION

The following students may be eligible for free transportation:

- Special Education students with an IEP requiring transportation and have provided a waiver of Transportation fees from the Special Education Department.
- Students displaced for qualifying District programs or capacity reasons that have been verified by the Transportation Department.
- Students whose total household income is at or below the “Free Eligibility” scale (scale located in the Transportation Department) and have provided the documentation listed below. (*Household means a group of related or non-related individuals who share living expenses. Living expenses include rent, clothes, food, and utility bills.*)

If applying for free transportation based on household income that is at or below the “Reduced Eligibility” scale, applicant must provide 2010 IRS tax forms for all members of the household showing their gross yearly income and number of dependents. If receiving state assistance, applicants must provide their current Passport to Services from the Human Services Agency or other legal document showing the case number and income verification.

If a student is a ward of the court or under foster care, a letter from the court / welfare agency, guardianship papers, or placement agreement for each student must be submitted at the time of application. **Please be aware that free or reduced cost transportation applications can take up to five (5) business days to be reviewed and fully processed, and additional information may be required for completion.**

Application and bus pass are required for free transportation.

REFUNDS

Prorated refunds will be made by check issued by San Joaquin County, only after the parent submits a request for refund along with the student(s) bus pass, and only for the reasons stated below:

- Students who subsequently become eligible for free transportation.
- Students who have moved out of the District.
- Students who are no longer in need of bus service.

No refund will be given if student riding privileges are suspended due to students' failure to follow Bus Rules.

CHANGE OF INFORMATION

The Transportation Department and the student's school of attendance shall be notified of any changes of information (address, phone number, etc.) immediately. If a change of address occurs that requires a different bus stop and/or route information, prior to obtaining a revised bus pass, the information in the District database (Aeries) must be accurate and updated at the student's school of attendance. The original bus pass will be required to obtain the adjusted bus pass.

REPLACEMENT BUS PASSES

All students will be required to present their own valid 2011-2012 bus pass to the Bus Driver each and every time they board the bus. If your student's bus pass is lost, stolen, or becomes damaged or illegible, you will need to purchase a replacement bus pass.

The charge for a replacement pass is \$5.00. Payment must be made by cash, check or money order. There will be a \$25.00 charge for any check/money order returned by the bank.

Replacement Bus Passes can be obtained at the Transportation Office or through the School Bus Driver. If obtaining the Replacement Bus Pass through the School Bus Driver, the replacement pass fee must be in a sealed envelope with the student's Full Name, Bus Stop, and School information listed on the outside of the envelope. School Bus Drivers cannot accept applications/payment for new student bus passes.

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TRANSPORTE GRATUITO

Los siguientes estudiantes son elegibles para transporte gratuito:

- Estudiantes de Educación Especial con un IEP que requiere transportación y que han proporcionado una exención de gastos de transporte del Departamento de Educación Especial.
- Estudiantes desplazados para Programas del distrito o razones de cupo que han sido verificados por el Departamento de Transportación.
- Estudiantes cuyo ingreso total está dentro o es inferior a la escala de "Elegibilidad para Servicios Gratuitos" (la escala se encuentra en el Departamento de Transportación) y han proporcionado la documentación enumerada abajo. (*Hogar quiere decir un grupo de individuos con parentesco o sin el que viven como una unidad económica y comparten los gastos. Los gastos incluyen renta, ropa, alimentos y cobros de servicios.*)

Si solicita para el transporte gratuito basado en el ingreso de la familia que está dentro o es inferior a la escala de "Elegibilidad para Servicios Gratuitos", el solicitante deberá proporcionar las formas de impuestos de IRS de 2010 de todos los miembros del hogar que muestren el ingreso anual en bruto y en número de dependientes. Si reciben ayuda del estado, los solicitantes deben proporcionar su Pasaporte a Agencia de Servicios Humanos u otro documento legal que muestre el número del caso y verificación de ingresos.

Si un estudiante está bajo la tutela de la corte o bajo cuidado de crianza, una carta de la corte/agencia de bienestar social, documentos de tutela, o convenio de colocación para cada estudiante deberá presentarse en el momento de la solicitud.

Tenga en cuenta que las solicitudes para transporte gratuito o de precio reducido pueden tomar hasta cinco (5) días hábiles para ser revisadas y procesadas por completo, y puede requerirse información adicional para completarlas. Se requiere una solicitud y un pase para el autobús para transporte de precio gratuito.

REEMBOLSO

Los reembolsos prorrteados serán hechos por medio de un cheque hecho por el Condado de San Joaquin, sólo después de que el padre someta una petición para el reembolso junto con el pase de autobús de el(los) estudiante(s) y sólo por las razones indicadas abajo:

- Los estudiantes que posteriormente vuelven a ser elegibles para transporte gratuito.
- Los estudiantes que se muden fuera del Distrito.
- Los estudiantes que ya no necesiten el servicio de autobús.

No se dará reembolso si el privilegio de viajar en autobús es suspendido para el estudiante debido a no seguir las Reglas para Viajar en el Autobús.

CAMBIO DE INFORMACION

El Departamento de Transporte y la escuela a la que asiste el alumno, serán notificados de cualquier cambio de información (dirección, teléfono, etc.) de inmediato. Si ocurre un cambio de dirección que requiere una parada de autobuses diferente y/o información de ruta, antes de obtener un pase de autobús con la corrección, la información en la base de datos del Distrito (Aeries) deben ser exacta y estar actualizada en la escuela a la que asiste el estudiante. El pase original del autobús será necesario para obtener el pase de autobús ajustado.

REEMPLAZANDO PASES PERDIDOS

Se requiere que todos los estudiantes presenten su propio pase de autobús valido de 2011-2012 al Conductor del Autobús cada vez que abordan el autobús. Si su estudiante pierde el pase de autobús, se lo roban, o lo daña, deberá comprar otro pase de autobús para reemplazarlo.

El cargo por reemplazar un pase es de \$5.00. El pago debe hacerse en efectivo, cheque o giro postal. Habrá un cargo de \$25.00 por cualquier cheque/giro postal que devuelva el banco.

Los Pases de autobús de reemplazo pueden obtenerse en la Oficina de Transportación o con el Conductor del Autobús Escolar. Si desea obtener el Pase de Autobús de Reemplazo con el Conductor del Autobús Escolar, el honorario de reemplazo deberá estar en un sobre sellado con el Nombre del Estudiante, la Parada de Autobús, y la información de la Escuela fuera del sobre. El Conductor del Autobús no puede aceptar las solicitudes/pago para nuevos pases de autobús para estudiantes.

BUS STOPS/BUS ROUTE NUMBERS

A Student's Bus Stop and Route Number will be designated by the Transportation Department based on the nearest Board Approved Bus Stop to the Student's registered home address ("Designated Bus Stop") and the available bus route. Students must board and deboard their Designated Route Number at their Designated Bus Stop at all times. Failure to do so will result in a disciplinary citation.

Bus Route numbers can be found on the right side of the bus next to the entrance door. TUSD uses Route numbers to indicate Bus Routes with designated bus stops and schools. Route numbers can be different than the Bus Number driving the route. Please make sure your student knows their route number as well as his/her name, bus stop and the name of their school.

PRESENTING PASSES

Students will be required to present their own valid 2011-2012 bus pass to the Bus Driver each and every time they board the bus. Students not presenting their valid bus pass will be issued a No Bus Pass Citation. Students who are **not registered** with a valid bus pass will be refused transportation.

CONSEQUENCES FOR NO BUS PASS UPON BOARDING:

- **1st Offense** –A copy of the No Bus Pass Citation is given to the student by the driver and a copy is mailed home by the Transportation Department.
- **2nd Offense** – A copy of the No Bus Pass Citation is given to the student by the driver and the parent is notified by phone and by mail.
- **3rd Offense** – A copy of the No Bus Pass Citation is given to the student by the driver and the parent is notified by phone and by mail.
- **4th Offense** – A copy of the No Bus Pass Citation is given to the student by the driver and the student will be DENIED transportation for the remainder of the current semester after parent has been notified by phone and mail.

No refund will be given if student reaches his/her 4th No Bus Pass Offense.

AUTHORITY OF THE DRIVER

Students transported in a school bus or in a school pupil activity bus shall be under the authority of, and responsible to, the driver of the bus. The driver shall be held responsible for the orderly conduct of the students while they are on in the bus or being escorted across a street, highway or road. Continued disorderly conduct or persistent refusal to submit to the authority of the driver shall be sufficient reason for the Transportation Department to suspend or revoke a student's bus riding privileges. A bus driver shall not require any pupil to leave the bus en route between home and school or other destinations (Title 5, California Code of Regulations, Section 14103).

STUDENT BEHAVIOR AND DISCIPLINE

Bus Riding privileges are conditional upon the student following all Bus Riding rules. With your help, and the cooperation of all student passengers, we will be able to provide safe transportation.

When a student fails to follow the Bus Riding Rules (student misconduct), the Bus Driver will issue a Disciplinary Citation to the Transportation Department. The Transportation Department will notify parent(s) or guardian as soon as reasonably possible of the citation, disciplinary action and consequence. Disciplinary Citations are separate from "No Bus Pass Citations" as outlined in the "Presenting Passes" section below.

The Director of Transportation may use the following guidelines for the handling of student misconduct. The Director of Transportation has the authority to vary from such guidelines when necessary, dependant upon the severity of the offense.

- **1st Citation**-Warning
- **2nd Citation**-5 school days bus riding privilege suspension
- **3rd Citation**-10 school days bus riding privilege suspension

- **4th Citation**-Student will be denied bus riding privileges for the remainder of the school year

PARADAS DE AUTOBUS/NUMEROS DE RUTAS DE AUTOBUS

La Parada de autobús de un Estudiante será designada por el Departamento de Transportación basado en la parada de autobús más cercana al domicilio particular registrado del Estudiante Aprobada por la Mesa Directiva ("Parada de autobús Designada") y las rutas de autobús disponibles. Los estudiantes deben abordar y deber bajar del autobús en la Parada de Autobús Designada del Estudiante. Si no lo hacen resultara en una citatoria disciplinaria.

Los números de la Ruta del Autobús se encuentran al lado derecho del autobús al lado de la puerta de entrada. TUSD usa números de Ruta para indicar las Rutas de los Autobuses con las paradas designadas y escuelas. El número de ruta puede ser diferente al Número del Autobús que recorre la ruta. Por favor asegúrese que su estudiante sepa el número de su ruta así como su nombre, la parada de autobús y el nombre de su escuela.

PRESENTANDO LOS PASES

Se requiere a los estudiantes que presenten su propio pase de autobús válido del 2011-2012 al Chofer del Autobús cada vez que aborden el autobús. Se dará una Citación Por No Traer el Pase de Autobús a los estudiantes que no presenten su pase de autobús válido. A los estudiantes que **no estén registrados** con un pase de autobús válido se les negara el transporte.

CONSECUENCIAS POR NO TRAER EL PASE DE AUTOBUS AL ABORDAR

- **Primera Ofensa** –El chofer dará una copia de Citación por no Traer el Pase de Autobús al estudiante y el Departamento de Transportación mandara una copia a casa.
- **Segunda Ofensa** – El chofer dará una copia de Citación por no Traer el Pase de Autobús al estudiante y los padres serán notificados por teléfono y por correo.
- **Tercera Ofensa** – El chofer dará una copia de Citación por no Traer el Pase de Autobús al estudiante y los padres serán notificados por teléfono y por correo.
- **Cuarta Ofensa** – El chofer dará una copia de Citación por no Traer el Pase de Autobús al estudiante y el transporte será NEGADO por el resto del semestre actual después que se haya notificado a los padres por teléfono y por correo.

No se dará reembolso si el estudiante llega a su 4º Ofensa.

AUTORIDAD DEL CONDUCTOR DE AUTOBUS

Los alumnos transportados en autobús escolar o en un autobús de actividad escolar estarán bajo la autoridad de, y serán responsables al conductor del autobús. El conductor será responsable de la conducta ordenada de los alumnos mientras están en el autobús o escoltados a través de una calle, carretera o camino. La conducta desordenada o rehusarse continuamente a someterse a la autoridad del chofer será suficiente razón para que el Departamento de Transportación suspenda o revoque el transporte a un alumno. Un conductor de autobús no requerirá que ningún alumno deje el autobús en camino entre la casa y la escuela u otros destinos (TÍTULO 5, Código de Regulaciones de California, Sección 14103).

COMPORTAMIENTO Y DISCIPLINA DEL ESTUDIANTE

Los privilegios de Viajar en el Autobús son condicionales sobre si el estudiante sigue todas las Reglas Para Viajar en el Autobús. Con su ayuda, y con la cooperación de todos los estudiantes pasajeros, podremos proporcionar el transporte seguro.

Cuando un estudiante no sigue las Reglas para Viajar en el Autobús (mala conducta del estudiante), el Chofer del autobús dará una Citación Disciplinaria al Departamento de Transportación. El Departamento del Transportación notificará al/los parentes/padres o tutores tan pronto como sea razonablemente posible de la citación y la acción disciplinaria. Las Citaciones disciplinarias son separadas de las "Citaciones Por No Traer el Pase de Autobús" como lo indica la sección de abajo "Presentando los Pases".

El Director de Transportación puede utilizar las normas para manejar la mala conducta de los estudiantes. El Director de Transportación tiene la autoridad para variar tales normas cuando sea necesario, dependiendo de la severidad de la ofensa.

- **Primera Citación-Advertencia**
- **Segunda Citación** –Suspensión de 5 días de privilegios de viajar en el autobús
- **Tercera Citación** - Suspensión de 10 días de privilegios de viajar en el autobús
- **Cuarta Citación**-El estudiante será negado el privilegio de viajar en el autobús por el resto del año escolar

Dependiendo de la severidad de la mala conducta del estudiante, una suspensión inmediata puede ser justificada. Esto será determinado por el Director de Transportación.

Depending upon the severity of the student's misconduct, an immediate suspension may be warranted. This will be determined by the Director of Transportation.

For the safety of the students and drivers, buses may be equipped with video surveillance equipment.

No refund will be given if student riding privileges are suspended due to students' failure to follow Bus Rules.

**GENERAL RULES OF CONDUCT, RED LIGHT CROSSING INSTRUCTIONS,
AND SCHOOL BUS DANGER ZONES**



**General Rules of Conduct at School Bus Stops
Red Light Crossing Instructions
School Bus Danger Zones**

1. Leave home early enough to arrive at your school bus stop on time.
2. Form a single line facing the direction from which the bus will approach the bus stop.
3. Wait back at least 12 feet from the edge of the roadway until the bus has come to a complete stop and the front door opens.
4. DO NOT push or play with the other students at the bus stop.
5. DO NOT play or throw any objects, which could cause you to run out into the street or hit a passing car or bus.
6. If the bus is departing the bus stop, NEVER run after the bus or run out into the street to catch the bus. If you miss the bus, either go back home or go into the schools office.
7. If you arrive at the bus stop while the bus is loading and MUST cross the street in front of the bus to board the bus, you MUST wait for the driver to cross you.
 - The driver will activate the Red Lights, come out into the street with their stop sign, stop traffic and instruct the students to cross when it is safe.
8. When going home, if you MUST cross the street in front of the bus, you MUST follow the driver down the stairs and wait at the front right corner of the bus until the driver goes out into the street to look for and stop traffic. Wait until the driver gives permission for the child to come across.
9. If a parent wishes to cross with the child, they too will have to wait for the driver to give them permission to cross.

THIS IS THE LAW

Attached is a picture showing the danger zones around the bus. It shows the places that could be hard for the driver to see you even while they are looking for you in their mirror.

If you drop something and it goes under or in front of the bus. DO NOT try to get it on your own. Stop away from the bus and tell the driver what happened so the driver may assist you.

WALKING TO AND FROM SCHOOL BUS STOPS

1. Parents, please make sure your child knows his/her way from home or the school bus stop.
2. NEVER go home with a friend unless your parents gave you permission. GO STRAIGHT HOME.
3. If a stranger approaches you on the way to school or bus stop, NOTIFY the driver IMMEDIATELY.
4. If a stranger approaches you on the way home from school or the school bus stop, go straight home or to an adult you know and tell them what happened.

Para la seguridad de los estudiantes y chóferes, los autobuses pueden ser equipados con equipo video de vigilancia.

No se dará reembolso si el privilegio del estudiante de viajar en el autobús es suspendido si el estudiante no siguió las Reglas Para Viajar en el Autobús.

REGLAS GENERALES DE CONDUCTA, INSTRUCCIONES PARA EL CRUCE DE LUZ ROJA, Y ZONAS DE PELIGRO DEL AUTOBUS ESCOLAR



**Reglas Generales de Conducta en la Parada del Autobus
Instrucciones Para el Cruce de Luz Roja
Zonas de Peligro del Autobús Escolar**

1. Salir de la casa con bastante tiempo para llegar a tu parada de autobús a tiempo.
2. Formar una sola línea volteando hacia la dirección de la que el autobús se acercara a la parada de autobús.
3. Esperar hacia atrás doce (12) pies de la orilla del camino hasta que el autobús se haya parado completamente y se abra la puerta de enfrente.
4. NO empujar o jugar con otros estudiantes en la parada del autobús.
5. NO jugar o aventar ningún objeto, el cual pueda causarte correr hacia la calle o pegarle a un vehículo o autobús en marcha.
6. Si el autobús está saliendo de la parada del autobús, NUNCA corras detrás del autobús o corras hacia la calle para tratar de abordar el autobús. Si pierdes el autobús, regréstate a la casa o entra a la oficina escolar.
7. Si llegas a la parada del autobús mientras el autobús está cargando y DEBES cruzar la calle en frente del autobús para abordar el autobús, DEBES esperar a que el conductor te cruce.
 - El conductor activará las Luces Rojas, saldrá a la calle con su señal de stop, detendrá el tráfico e instruirá a los estudiantes a cruzar cuando sea seguro.
8. De regreso a casa, si DEBES cruzar la calle en frente del autobús, DEBES seguir al conductor bajando los escalones y esperar en la esquina a la derecha del autobús hasta que el conductor
9. Si un parentista gusta cruzar a su hijo, ellos también deberán esperar a que el conductor les de permiso para cruzar.

ESTO ES LA LEY

Adjunto se encuentra un dibujo mostrando las zonas de peligro alrededor del autobús. Muestra los lugares que podrían ser difíciles de ver para el conductor aún si él/ella está tratando de verte en su espejo.

Si se te cae algo y rueda debajo o enfrente del autobús NO trates de recuperarlo por ti solo. Párate lejos del autobús y dile al chofer lo que sucedió para que el chofer te ayude.

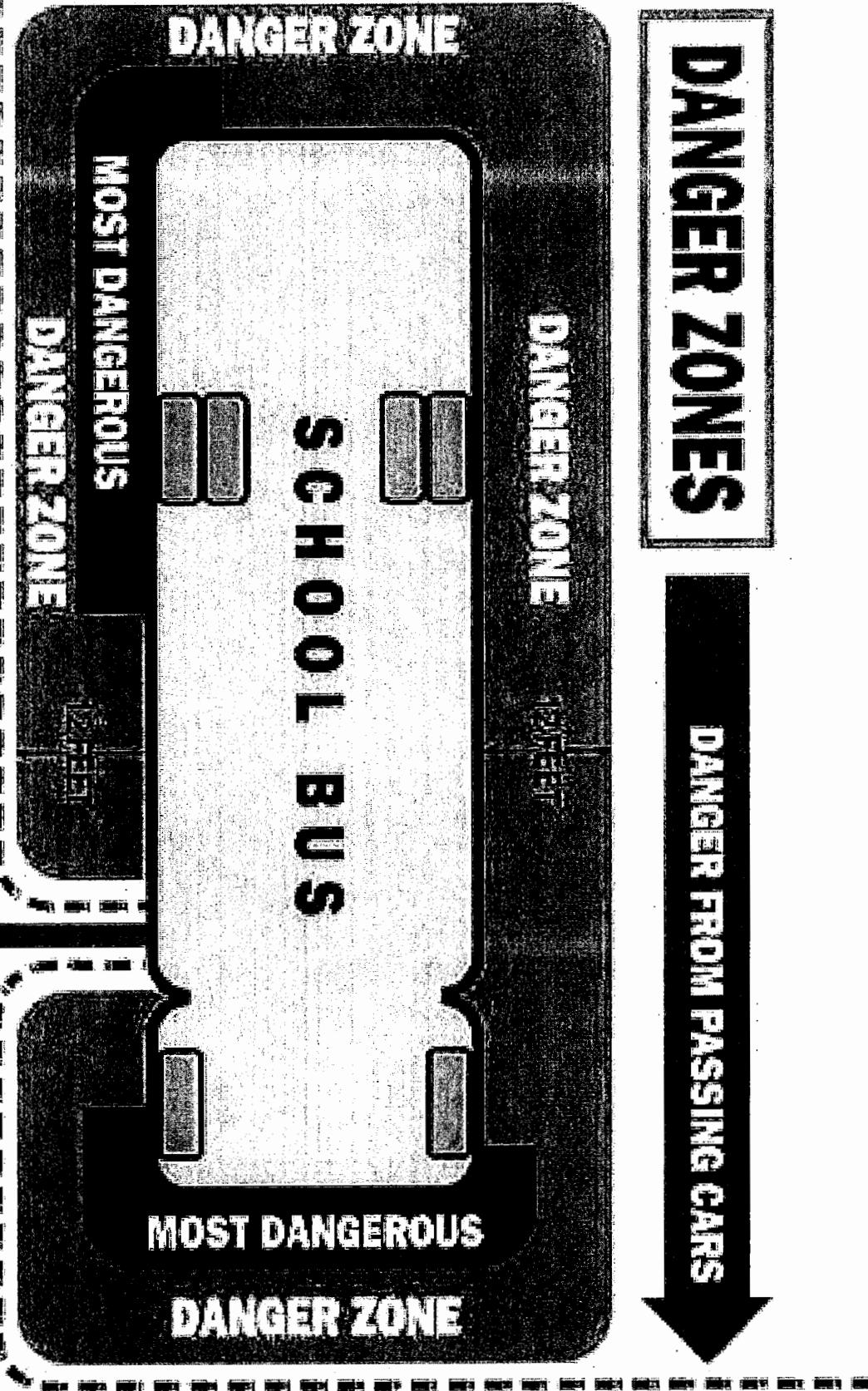
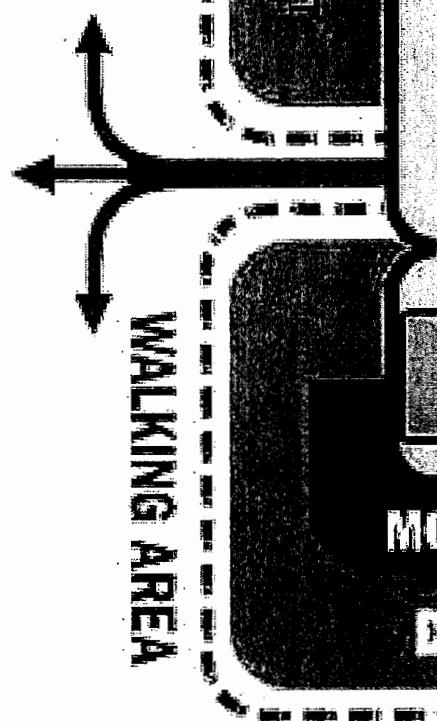
CAMINANDO HACIA LA PARADA DEL AUTOBUS ESCOLAR Y DE REGRESO

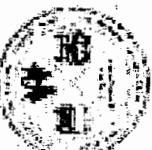
5. Padres, asegúrese que su hijo sepa el camino desde su casa o a la parada del autobús.
6. NUNCA te vayas a casa con un amigo a menos que tus padres te hayan dado permiso. VETE DIRECTO A CASA.
7. Si un extraño se te acerca camino a casa o a la parada del autobús, NOTIFICA al chofer INMEDIATAMENTE.

Si un extraño se te acerca camino a casa o a la parada del autobús, vete directamente a casa o a un adulto que conoces y dile lo que ocurrió.



OFFICE OF
SCHOOL TRANSPORTATION
Community Education
of Milwaukee





OFFICE OF
SCHOOL TRANSPORTATION
California Department
of Education

DANGER ZONE

MOST DANGEROUS

DANGER ZONE

SCHOOL BUS

MOST DANGEROUS
DANGER ZONE

WALKING AREA

DANGER ZONE

WALKING

DANGER ZONES

DANGER FROM PASSING CARS



**TRACY UNIFIED SCHOOL DISTRICT
TRANSPORTATION DEPARTMENT
2011-2012 BUS RIDING RULES**

1. Always be on time to board the bus. NEVER run to or from the bus.
2. Always stand back twelve (12) feet from the curb in a single file line. DO NOT stand, sit, or play in the bus loading zone. NEVER crawl under a school bus. DO NOT touch the exterior of the bus. DO NOT push or shove while at the bus stop, or while boarding or exiting the bus. DO NOT touch anything within the driver compartment of the bus or emergency equipment. When crossing the street, WAIT for the driver's signal before crossing. ALWAYS cross at least twelve (12) feet IN FRONT of the bus.
3. Follow the driver's instructions AT ALL TIMES. Disrespectful behavior is NOT allowed.
4. **Items that are NOT allowed on the bus (include, but are not limited to):** food, liquids, candy, gum, glass containers, perfume, cologne, hair spray, balloons, toys, skates, skateboards, scooters, bats, balls, **electronic devices** (including mp3 players, cell phones/bluetooth headsets, cd/dvd players, video games), pornographic material, hobbies and crafts, refreshments for parties, live or dead insects or animals, lighters, tobacco, drugs, alcohol, weapons, replica weapons, or materials of ANY kind that could cause harm to another student or distract the driver. **DRIVER MAY CONFISCATE ANY UNAUTHORIZED ITEM(S)!!**
5. DO NOT stand or move while the bus is in motion. Stay in your seat, feet on the floor, facing forward, and sitting upright. Backpacks/book bags must be removed for the duration of the ride. DO NOT move from seat to seat without permission from the driver. **DRIVER IS AUTHORIZED TO ASSIGN SEATS!!**
6. All riders MUST wear seatbelts at all times if the bus is so equipped.
7. Keep all body parts INSIDE the bus at all times. DO NOT expel any object(s) out of the windows or doors of the bus. DO NOT throw any object(s) inside of the bus. DO NOT throw any object(s) at a bus.
8. DO NOT yell, shout, or use profanity. Vulgar and gang related gestures are NOT allowed.
9. All riders MUST be silent at railroad crossings.
10. DO NOT touch another person. DO NOT fight. NO teasing or horseplay. Violence, harassment, and/or physical contact is NOT allowed. Retaliation will NOT be tolerated. (Physical contact could result in immediate suspension of bus riding privileges.)
11. DO NOT eat or drink (no food/drink allowed), spit, chew gum, or litter. All trash is to be placed in designated waste containers.
12. DO NOT deface the bus. Pencils, pens, markers, sharpies, etc. must be kept inside student's backpacks AT ALL TIMES. **PARENTS WILL BE CHARGED FOR DAMAGE!!** Failure to pay for damage may result in bus riding privilege suspension.
13. DO NOT block the aisle of the bus. Due to limited storage space and the safety of ALL riders, ANY item larger than 14" x 20" may be refused by the driver. All items must be kept inside rider's backpack at all times.
14. Each rider MUST possess and show THEIR valid, unaltered bus pass to the driver every time he/she boards the bus – both morning and afternoon. Using or attempting to use another rider's bus pass is NOT allowed. Giving a bus pass to another rider to use is NOT allowed. Using or attempting to use an expired bus pass is not allowed. Riders may only utilize the specific type of transportation indicated on their bus pass.
15. All riders MUST ride their assigned route number at their designated time. All riders MUST board or exit the bus at their designated bus stop. Riders may NOT attempt to board or exit the bus at a stop that is undesignated to them.
16. For safety reasons, crutches are allowed ONLY if the rider can board and depart the bus WITHOUT use of the crutches.

In addition to the rules listed above, riders are expected to follow the School Rules and/or Student Handbook at all times while riding the bus.

Riders may be given IMMEDIATE suspension from the bus, depending upon the severity of the rider's actions.

Student behavior may be monitored by video recording devices within the school buses.
Video may be used by district administrators in disciplinary proceedings.

The driver and/or school district bears no responsibility for lost, stolen, or damaged items brought onto the bus.

Any item(s) confiscated by the driver or left on the bus must be picked up by a PARENT or GUARDIAN in the Transportation Department Office within 30 days.

!!!!!! PLEASE COOPERATE WITH YOUR BUS DRIVER !!!!!!!

"We are dedicated to safely transport tomorrow's future."



**DISTRITO ESCOLAR UNIFICADO DE TRACY
DEPARTAMENTO DE TRANSPORTACION
REGLAS PARA VIAJAR EN EL AUTOBUS 2011-2012**

1. Estar a tiempo. NUNCA correr hacia el autobús.
2. Al esperar el autobús, párense hacia atrás doce (12) pies de la acera en una fila sencilla. NO se paren, sienten o jueguen en la zona de carga del autobús. NUNCA se metan debajo de un autobús escolar. NO empujen en la parada del autobús, al abordar, o a la salida del autobús. No toquen nada dentro del compartimento del conductor o el equipo de emergencia del autobús. Al cruzar la calle, ESPEREN a que el chofer de la señal antes de cruzar. SIEMPRE crucen cuando menos a doce (12) pies ENFRENTE del autobús.
3. Sigan las instrucciones del chofer A TODA HORA. No se permitirá el comportamiento irrespetuoso.
4. **Los artículos que NO que no se permiten en el autobús (incluyen pero NO se limitan a):** alimentos, líquidos, caramelos, chicle, recipientes de vidrio, perfume, Colonia, fijador del pelo, globos, juguetes, patines, patinetas, scooters, bates, pelotas, **artículos electrónicos**, (incluyendo mp3 players, teléfonos celulares/audífonos bluetooth, toca cintas/toca dvd, juegos de video), material pornográfico, pasatiempos y manualidades, refrescos para fiestas, insectos o animales vivos o muertos, encendedores, tabaco, drogas, alcohol, armas, o materiales de CUALQUIER tipo que puedan lesionar a otro estudiante o distraer al chofer. ¡EL CHOFER PUEDE CONFISCAR CUALQUIER ARTICULO NO AUTORIZADO!!
5. NO se paren o muevan mientras en autobús está en movimiento. Manténgase en su asiento, con los pies en el piso, la cara hacia adelante y sentados derechos. Deben quitarse las mochilas/bolsas para libros durante el tiempo del viaje. NO se muevan de un asiento a otro sin el permiso del chofer. ¡EL CHOFER TIENE LA AUTORIZACION DE ASIGNAR ASIENTOS!!
6. Todos los pasajeros DEBEN usar su cinturón de seguridad a toda hora si el autobús está equipado con ellos.
7. Mantener todas las partes del cuerpo DENTRO del autobús a toda hora. NO tirar ningún objeto por la ventana o puerta del autobús. NO tirar ningún objeto dentro del autobús. NO lanzar ningún objeto al autobús.
8. NO griten, o usen profanidades. NO se permiten los gestos vulgares o relacionados con pandillas.
9. Todos los pasajeros DEBEN permanecer en silencio en los cruces del tren.
10. No tocar a otra persona. NO pelear. NO hacer burla de otros o hacer payasadas. No se tolerará la violencia, el acosoamiento, y/o el contacto físico. NO se tolerarán las represalias. (El contacto físico puede resultar en la suspensión inmediata de los privilegios de viajar en el autobús).
11. NO comer o tomar (no se permiten los alimentos o las bebidas), escupir, masticar chicle, o tirar basura. Toda la basura será colocada en los contenedores de basura designados.
12. NO dañar el autobús. Los lápices, plumas, plumones, sharpies deben mantenerse dentro de las mochilas de los estudiantes A TODA HORA. ¡SE COBRARA A LOS PADRES POR LOS DAÑOS!
13. NO bloquear el pasillo del autobús. Dado a un espacio limitado de almacenamiento y la seguridad de TODOS los pasajeros, CUALQUIER artículo de más de 14" x 20" puede ser rehusado por el chofer. Todos los artículos deben mantenerse dentro de la mochila de los estudiantes a toda hora.
14. Cada pasajero DEBE poseer y mostrar SU pase de autobús valido y sin alteraciones al chofer cada vez que él/ella aborde el autobús en la mañana y en la tarde. NO SE permite usar o intentar usar el pase de autobús de otros. NO SE permite dar el pase de autobús a otro viajero para su uso. Los pasajeros puede utilizar únicamente el tipo de transporte indicado en su pase de autobús.
15. Todos los pasajeros deben viajar en su número de ruta asignada. Todos los pasajeros DEBEN subirse/bajarse en su parada de autobús designada. Los pasajeros NO intentaran abordar o bajar del autobús en una parada que no está designada para ellos.
16. Por razones de seguridad, las muletas se permiten SOLAMENTE si el pasajero puede subir y bajar del autobús SIN el uso de las muletas.

Además de las reglas de la lista de arriba, se espera que los pasajeros sigan las Reglas de la Escuela y/o El Libreto Estudiantil a toda hora mientras viajan en el autobús.

Los pasajeros pueden recibir suspensión INMEDIATA del autobús, dependiendo de la seriedad de las acciones del pasajero.
El comportamiento de los estudiantes puede supervisarse por medio de aparatos de grabación de video dentro de los autobuses escolares

El video puede usarse por los administradores del distrito en procedimientos disciplinarios.

El conductor y/o el distrito no son responsables por artículos perdidos, robados, o dañados introducidos en el autobús.

Cualquier artículo(s) confiscado(s) por el conductor o dejado(s) en el autobús debe(n) recogerse por un PADRE o TUTOR en la Oficina del Departamento del Transportación dentro de 30 días.

**!!!!!!POR FAVOR COOPEREN CON EL CHOFER !!!!!!
"Nos dedicamos a transportar con seguridad al futuro de mañana."**

TRACY UNIFIED SCHOOL DISTRICT

Transportation Department

**1975 W. Lowell Avenue
Tracy, California 95376
(209) 830-3216**

Dear Parent/Guardian:

Under California Vehicle Code 34501.6, Tracy Unified School District is required to adopt policies and procedures for the operation of school buses when atmospheric conditions reduce visibility to 200 feet or less. (Adverse conditions may be fog, sand, rain, snow, smoke and sleet.)

At any time, regularly scheduled bus routes and special trips may be delayed or canceled due to adverse or unsafe weather conditions. The driver, the California Highway Patrol, the Director of Transportation or his/her designee, may decide this.

No driver shall depart from the transportation yard on a regularly scheduled bus route or activity trip if atmospheric conditions drop visibility to 200 feet or below.

If a driver has departed the yard on a regularly scheduled bus route and visibility drops to 200 feet or below he/she will find a safe place to entirely pull off the roadway. If visibility is at 200 feet or below and no safe place is available to pull off the roadway the driver may continue to drive until a safe place is available.

Under no circumstances shall a driver stop on the roadway to pick up or drop off students when visibility is at 200 feet or below.

The Transportation Department will call local radio stations to inform them of delays of more than 15 minutes due to adverse weather conditions (KATM-103.3FM).

If this condition occurs, buses will complete their entire routes in a safe and timely manner. The Transportation Office will notify all schools affected that children will be arriving late to school.

If you have any questions, please call the Transportation Office at 830-3216. There is voice mail available on this line 24 hours a day for you to leave messages.

Office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. Our office is located at 1975 W. Lowell Avenue, Tracy, CA 95376.

Sincerely,

John Heerema, Director
Transportation Department

“We are dedicated to safely transport tomorrow’s future.”

DISTRITO ESCOLAR UNIFICADO DE TRACY

Departamento de Transportación

**1975 W. Lowell Avenue
Tracy, California 95376
(209) 830-3216**

Estimados Padres/Tutores:

Bajo el Código 34501.6 de Vehículos de California, se requiere que el Distrito Escolar Unificado de Tracy adopte políticas y procedimientos para la operación de autobuses escolares cuando las condiciones atmosféricas reducen la visibilidad a 200 pies o menos. (Las condiciones adversas pueden ser la niebla, la arena, la lluvia, la nieve, el humo y el aguanieve.)

En cualquier momento, las rutas de autobús con regularidad programadas y los viajes especiales pueden ser retrasados o anulados debido a condiciones meteorológicas adversas o inseguras. El conductor, la Patrulla de Carretera de California, el Director de Transportación o su persona designada, puede decidir esto.

Ningún conductor se marchará del patio de transportación en una ruta de autobús con horario regular o un viaje de actividad si las condiciones atmosféricas hacer bajar la visibilidad a 200 pies o menos.

Si un conductor se ha marchado del patio de transportación en una ruta de autobús con horario regular y la visibilidad baja a 200 pies o menos él/ella encontrará un lugar seguro saliéndose completamente de la carretera. Si la visibilidad está en 200 pies o menos y no está disponible ningún lugar seguro para salirse de la carretera, el conductor puede seguir conduciendo hasta que encuentre un lugar seguro.

De ninguna manera deberá parar en la carretera un conductor para recoger o dejar a estudiantes cuando la visibilidad está en 200 pies o menos.

El Departamento de Transportación llamará a las emisoras de radio locales para informarles de tardanzas de más de 15 minutos debido a condiciones meteorológicas adversas (KATM-103.3FM).

Si esta condición ocurre, los autobuses completarán todas sus rutas de una manera segura y oportuna. La Oficina de Transporte notificará a todas las escuelas afectadas que los niños llegarán tarde a la escuela.

Si tiene alguna pregunta, por favor llame a la Oficina de Transportación al 830-3216. Hay línea de mensajes disponible sobre las 24 horas al día para que deje mensajes.

Las horas de oficina son de lunes a viernes, de las 8:00 hasta las 5:00. Nuestra oficina está localizada en el 1975 W. Lowell Avenue, CA 95376.

Sinceramente,

John Heerema, Director
Departamento de Transportación

“Nos dedicamos a transportar con seguridad al futuro de mañana.”

2011-2012 BUS PASS APPLICATION

TRACY UNIFIED SCHOOL DISTRICT • TRANSPORTATION DEPARTMENT

1975 W. Lowell Ave. Tracy, CA 95376 • Phone 209-830-3216 • Fax 209-830-3217 • <http://www.tracy.k12.ca.us/>

BUS PASS PLANS	PRICE	BUS PASS PLANS		PRICE
Plan # 1 • ROUND TRIP - AM & PM - FULL YEAR	\$360.00	Plan # 2 • ROUND TRIP - AM & PM - SEMESTER		\$180.00
Plan # 3 • ONE WAY - AM ONLY - FULL YEAR	\$180.00	Plan # 4 • ONE WAY - AM ONLY - SEMESTER		\$90.00
Plan # 5 • ONE WAY - PM ONLY - FULL YEAR	\$180.00	Plan # 6 • ONE WAY - PM ONLY - SEMESTER		\$90.00
First semester bus passes expire Friday December 16th 2011 (12/16/11). Second semester bus passes expire Friday June 1st 2012 (6/1/12). Students in grades 1-12 will be dropped off approximately 1 hour earlier on Early Release Mondays.				
Parent / Legal Guardian Name		Home Phone #	Cell Phone #	
		()	()	
Residence Address		City	Zip Code	
Mailing Address (If different from Residence Address)		City	Zip Code	
Student Name	School	Grade	1st Sem. / Full Year	2nd Semester (Only)
			Plan #	Amount
Student Name	School	Grade	Plan #	Amount
Student Name	School	Grade	Plan #	Amount
Student Name	School	Grade	Plan #	Amount
Student Name	School	Grade	Plan #	Amount
I certify that the above information is true and accurate, and that I have read and understand the bus pass information packet and reviewed the bus rules and safe riding practices with my child(ren). Parent / Legal Guardian Signature			Date	TOTAL AMOUNT DUE \$ + \$2.50 Convenience Fee if Applicable
				TOTAL AMOUNT DUE \$ + \$2.50 Convenience Fee if Applicable

■ PLEASE DO NOT WRITE IN THIS SECTION - FOR TRANSPORTATION DEPARTMENT OFFICE USE ONLY ■					
Received By Date Notes	Received By Date Notes				
<input type="checkbox"/> Regular Rate <input type="checkbox"/> Low Income Rate (Free / Reduced) <input type="checkbox"/> Displaced Rate (Free) <input type="checkbox"/> District Program Rate (Free)	<input type="checkbox"/> Regular Rate <input type="checkbox"/> Low Income Rate (Free / Reduced) <input type="checkbox"/> Displaced Rate (Free) <input type="checkbox"/> District Program Rate (Free)				
Method of Payment <input type="checkbox"/> Credit + \$2.50 (VISA / MasterCard) <input type="checkbox"/> Cash <input type="checkbox"/> Money Order # _____ <input type="checkbox"/> Check #	Method of Payment <input type="checkbox"/> Credit + \$2.50 (VISA / MasterCard) <input type="checkbox"/> Cash <input type="checkbox"/> Money Order # _____ <input type="checkbox"/> Check #				
Route Information <input type="checkbox"/> Round Trip <input type="checkbox"/> AM Only <input type="checkbox"/> PM Only <input type="checkbox"/> Full Year <input type="checkbox"/> First Semester <input type="checkbox"/> Second Semester	Route Information <input type="checkbox"/> Round Trip <input type="checkbox"/> AM Only <input type="checkbox"/> PM Only <input type="checkbox"/> Full Year <input type="checkbox"/> First Semester <input type="checkbox"/> Second Semester				
Grade Bus Stop	Grade Bus Stop				
AM Rt. # Pick Up Time PM Rt. # Drop Off Time	AM Rt. # Pick Up Time PM Rt. # Drop Off Time				
Grade Bus Stop	Grade Bus Stop				
AM Rt. # Pick Up Time PM Rt. # Drop Off Time	AM Rt. # Pick Up Time PM Rt. # Drop Off Time				
Grade Bus Stop	Grade Bus Stop				
AM Rt. # Pick Up Time PM Rt. # Drop Off Time	AM Rt. # Pick Up Time PM Rt. # Drop Off Time				

2011-2012 APLICACION PARA PASE DE CAMION

DISTRITO UNIFICADO ESCOLAR DE TRACY - DEPARTAMENTO DE TRANSPORTE

1975 W. Lowell Ave. Tracy, CA 95376 • Teléfono 209-830-3216 • Fax 209-830-3217 • <http://www.tracy.k12.ca.us/>

PLANES DE PASE

PRECIO

PLANES DE PASE

PRECIO

Plan # 1 • VIAJE DE IDA Y VUELTA - DE MANANA Y TARDE - ANO COMPLETO • \$360.00

Plan # 2 • VIAJE DE IDA Y VUELTA - DE MANANA Y TARDE - SEMESTRE • \$180.00

Plan # 3 • VIAJE DE VUELTA - TEMPRANO - ANO COMPLETO • \$180.00

Plan # 4 • VIAJE DE VUELTA - TEMPRANO - SEMESTRE • \$90.00

Plan # 5 • VIAJE DE VUELTA - TARDE - ANO COMPLETO • \$180.00

Plan # 6 • VIAJE DE VUELTA - TARDE - SEMESTRE • \$90.00

El primero pase de autobús de semestre es valido hasta 12/16/11. Los segundos pases de autobús de semestre son validos hasta 6/1/12.
Alumnos en los grados 1-12 regresaran 1 hora mas temprano los Lunes.

Nombre De Padre / Guardián

Teléfono, Hogar #

Teléfono, Celular #

|()

|()

Dirección De Residencia

Cuidad

Código Postal

|

|

Dirección De Envío (Si diferente de la residencia)

Cuidad

Código Postal

|

|

Nombre De Alumno

Escuela

Grado

1er Sem. / Todo el Ao

2do Semestre (Solo)

Plan #

Cantidad

Plan #

Cantidad

Nombre De Alumno

Escuela

Grado

Plan #

Cantidad

Plan #

Cantidad

Nombre De Alumno

Escuela

Grado

Plan #

Cantidad

Plan #

Cantidad

Nombre De Alumno

Escuela

Grado

Plan #

Cantidad

Plan #

Cantidad

Nombre De Alumno

Escuela

Grado

Plan #

Cantidad

Plan #

Cantidad

Nombre De Alumno

Escuela

Grado

Plan #

Cantidad

Plan #

Cantidad

Yo certifico que la información anterior es verdadera y exacta, y que he leido y entiendo el paquete de información de autobús y que repase las reglas y las practicas de viajar con seguridad en el autobús con mi(s) hijo(s).

CANTIDAD TOTAL

\$

\$

Firma De Padre / Guardián

Fecha

+ \$2.50 Honorario de

Conveniencia Si Aplicable

+ \$2.50 Honorario de

Conveniencia Si Aplicable

■ FAVOR DE NO ESCRIBIR DESPUES DE ESTA LINEA - SOLO PARA USO DE LA OFICINA ■

Received By Date Notes

Received By Date Notes

Rate Regular Rate Low Income Rate (Free / Reduced)

Rate Regular Rate Low Income Rate (Free / Reduced)

Displaced Rate (Free) District Program Rate (Free) _____

Displaced Rate (Free) District Program Rate (Free) _____

Method of Payment Credit + \$2.50 (VISA / MasterCard)

Method of Payment Credit + \$2.50 (VISA / MasterCard)

Cash Money Order # _____ Check # _____

Cash Money Order # _____ Check # _____

Route Information Round Trip AM Only PM Only

Route Information Round Trip AM Only PM Only

Full Year First Semester Second Semester

Full Year First Semester Second Semester

Grade Bus Stop

Grade Bus Stop

AM Rt. # Pick Up Time PM Rt. # Drop Off Time

AM Rt. # Pick Up Time PM Rt. # Drop Off Time

Grade Bus Stop

Grade Bus Stop

AM Rt. # Pick Up Time PM Rt. # Drop Off Time

AM Rt. # Pick Up Time PM Rt. # Drop Off Time

Grade Bus Stop

Grade Bus Stop

AM Rt. # Pick Up Time PM Rt. # Drop Off Time

AM Rt. # Pick Up Time PM Rt. # Drop Off Time

B-26

977026-1

TRACY UNIFIED SCHOOL DISTRICT
Application for Free/Reduced Cost Transportation

Complete and return to:
 TUSD Transportation Department
 1975 W. Lowell Ave.
 Tracy, CA 95376
 Ph. (209) 830-3216 Fx. (209) 830-3217

FOR DISTRICT USE ONLY

Household Size _____ Monthly Income _____

Approved [Free] or [Reduced] Denied

Determining Official _____ Date _____

CHILDREN IN HOUSEHOLD

ALL children living at the residence (household) must be listed (including children not in school).

Last Name, First Name Age School (If Applicable)

1		
2		
3		
4		
5		
6		
7		
8		

HOUSEHOLD MEMBERS AND MONTHLY INCOME – Adult Information

List **ALL** adults living at the residence (household) and indicate the amount and source of **MONTHLY INCOME** each household member received last month. (*Household means a group of related or non-related individuals who are living as one economic unit and sharing living expenses. Living expenses include rent, clothes, food, and utility bills.*)

Last Name, First Name	Gross Earnings (Before Taxes)	Unemployment, Pensions, Retirement, Social Security	Welfare Benefits, Child Support, Alimony Payments	Other Income	TOTAL MONTHLY INCOME
1					
2					
3					
4					
5					
6					
7					
8					

ALL MUST READ AND COMPLETE THIS SECTION

California Education Code Section 39807.5 Payment of transportation cost; amount of payment: The governing board shall exempt from these charges pupils and parents and guardians who are indigent or handicapped as set forth in rules and regulations adopted by the board. Children participating in the free transportation program will not be overtly identified by the use of special tokens, special tickets, special identification, or any other means.

Privacy Act Statement: Unless your child's food stamp, Calworks, or FDPIR case number is provided you must include the social security number of the adult household member signing the application or indicate that the household member signing the application does not have a social security number. Provision of a social security number is not mandatory, but if a social security number is not given or an indication is not made that the signer does not have such a number, the application cannot be approved. The social security number may be used to identify the household member in carrying out efforts to verify the correctness of the information stated on the application. These verification efforts may be carried out through program review, audits, and investigations and may include contacting employers to determine income, benefits, contacting the State employment security office to determine the amount of benefits received and checking the documentation produced by household members to prove the amount of income received. These efforts may result in a loss of benefits, administrative claims or legal actions if incorrect information is reported.

I certify that all of the above information is true and correct and that all income is reported. I understand that this information is given for the receipt of free/reduced cost transportation services; that school officials may verify the information on the application and the misrepresentation of the information may subject me to prosecution under application State and Federal laws.

Signature of Adult Household Member Completing This Form

Social Security Number

Household Size (Include Self)

Date

Print First and Last Name

Home Phone Number

Cell Phone Number

FOR DISTRICT USE ONLY
DISTRITO ESCOLAR UNIFICADO DE TRACY
Solicitud para Transporte Gratuito/de Precio Reducido

Complete y Regrese a:

Departamento de Transportación de TUSD
 1975 W. Lowell Ave.
 Tracy, CA 95376
 Tel. (209) 830-3216 Fax. (209) 830-3217

Household Size _____	Total Monthly Income _____
<input type="checkbox"/> Approved [Free] or [Reduced]	
<input type="checkbox"/> Denied	
Determining Official _____	Date _____

NIÑOS (menores de 18) EN EL HOGAREnumere **TODOS** los niños en el hogar (incluyendo los niños que no van a la escuela).

	Apellido, Nombre	Edad	Escuela (Si Aplica)
1			
2			
3			
4			
5			
6			
7			
8			

MIEMBROS DEL HOGAR E INGRESO MENSUAL – Información sobre los Adultos

Enumere **TODOS** los miembros del hogar adultos e indique la cantidad y fuente de **INGRESO MENSUAL** que recibió cada miembro del hogar el mes pasado. (*Hogar significa un grupo de individuos ya sea parientes o no parientes que viven como una unidad económica y comparten los costos de la vida. Los costos de la vida incluyen renta, ropa, alimentos, y facturas de servicios públicos.*)

	Apellido, Nombre	Ingreso en Bruto (Antes de Impuestos)	Desempleo, Pensiones, Jubilación, Seguro Social	Beneficios de Welfare, Manutención de Hijos, Pagos de Pensión Alimenticia	Discapacidad o Cualquier Otro Ingreso	TOTAL DE INGRESO MENSUAL
1						
2						
3						
4						
5						
6						
7						
8						

TODOS DEBEN LEER Y COMPLETAR ESTA SECCIÓN

Código de Educación de California Sección 39807.5 Pago del costo de transporte; cantidad de pago: El consejo regulador exonera de este costo a los alumnos, padres y tutores que son indigentes o discapacitados según lo establecido en las normas y reglamentos aprobados por el consejo. A los niños que participan en el programa de transporte gratuito, no se les distinguirá con el uso de fichas especiales, boletos especiales, identificación especial, o cualquier otro medio.

Declaración del Acta de Privacidad: A menos que incluya el número de caso de cupones para alimentos de su hijo, CalWORKs, o FDPIR, debe incluir el número de seguro social del miembro adulto del hogar que firma la solicitud o indicar que el miembro del hogar firmando la solicitud no tiene número de seguro social. No es obligatorio proporcionar un número de seguro social, pero si no anota un número de seguro social o se indica que la persona que firma la solicitud no tiene tal número, la solicitud no puede ser aprobada. El número de seguro social puede ser usado para identificar al miembro del hogar para luego poder verificar la exactitud de la información declarada en la solicitud. Estos esfuerzos de verificación pueden llevarse a cabo mediante la revisión del programa, auditorías e investigaciones y pueden incluir contacto con patrones para determinar ingreso, beneficios, contacto con la oficina de Seguridad de empleo del Estado para determinar la cantidad de beneficios recibidos y verificar la documentación producida por los miembros del hogar para probar la cantidad de ingresos recibidos. Estos esfuerzos pueden resultar en una pérdida de beneficios, reclamos administrativos o acciones legales si la información es incorrecta.

Yo certifico que toda la información anterior es verdadera y correcta y que todos los ingresos han sido declarados. Entiendo que esta información se da para recibir servicios de transporte gratuitos/de precio reducido; que las autoridades escolares pueden verificar la información de la solicitud y la información falsa puede ser causa de enjuiciamiento al aplicar las leyes estatales y federales.

Firma de un Miembro Adulto del Hogar que Completa Esta Forma

Número de Seguro Social

Número de Personas Que Viven en
el Hogar (Incluyase usted)

Fecha

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EXHIBIT C

TRACY DISTRICT 2010-2011 FORM TRAN (Example)
HOME TO SCHOOL TRANSPORTATION
AND
CURB TO CURB TRANSPORTATION

[*Remainder of this page intentionally left blank*]

Tracy Joint Unified
San Joaquin County

Unaudited Actuals
2009-10
Annual Report of Pupil Transportation
Home-to-School and Severely Impaired

39 75499 0000000
Form TRAN

Description	EDP No.	Home-to-School	SD/OI
SCHEDULE I - PUPIL TRANSPORTATION DATA			
A. ENTER average number of buses used to transport pupils daily to/from school	008/006	22.0	25.0
B. 1. ENTER average number of pupils transported daily one way to/from school (excluding extended year):	020/019	1,373.0	270.0
2. ENTER number of pupils included on Line B1 with transportation in IEP	023/024	0.0	270.0
C. ENTER total number of miles driven to/from school	021/022	298,987.0	264,226.0
D. ENTER 1 for traditional school year, 2 for year-round, or 3 for a combination of both, for days pupils transported	030/033	1	1
SCHEDULE II - COST DATA (Home-to-School Unless otherwise specified, Fund 01, Resources 1100, 7045, 7230 and 7235, Function 3600)			
(SD/OI: Unless otherwise specified, Fund 01, Resource 7240, Function 3600)			
A. Classified Salaries & Benefits (Objects 2100-2999, 3102, 3202, 3302, 3402, 3502, 3602, 3702, 3752, 3802, and 3902)		1,116,985.65	1,283,784.79
B. Books & Supplies (Objects 4200, 4300, and 4400)		138,798.48	193,026.03
C. 1. Subagreements for Services (Object 5100)		0.00	0.00
a. ENTER amount included on Line C1 paid to a private contractor to transport pupils			
2. Travel/Conferences & Dues/Memberships (Objects 5200 and 5300)		748.00	0.00
3. Insurance (Objects 5400 and 5450)		0.00	0.00
4. Rentals, Leases, Repairs, and Noncapitalized Improvements (Object 5600)		16,516.50	47,160.86
5. Interprogram/Interfund Transfers (Objects 5710 and 5750)		(114,714.94)	0.00
6. Other Services and Operating Expenditures (Object 5800); (Contracts for repairs should be charged to Object 5600)		6,600.55	10,054.97
7. Communications (Object 5900)		9,867.94	0.00
D. Capital Outlay, Lease Purchase & Debt Service (Home-to-School Funds 01, 15, & 18, all applicable Resources except 7240, Function 3600, Objects 6400 & 6500, plus Fund 01, Resources 7230, 7235, and 7238, Function 9100, Objects 7438 and 7439, plus Funds 15 & 18, Function 9100, Objects 7438 and 7439, minus Fund 01, Resources 7230 and 7235, Object 8972, minus Funds 15 & 18, Object 8972)		436,690.58	110,738.63
(SD/OI: Fund 01, Resource 7240, Function 3600, Objects 6400 & 6500 plus Fund 01, Resource 7240, Function 9100, Objects 7438 and 7439, minus Fund 01, Resource 7240, Object 8972)			
1. ENTER amount of capital outlay, lease purchase & debt service Included on Line D in Home-to-School that belongs in SD/OI as a decrease to Home-to-School and an increase to SD/OI, (Line D1 must net to zero)			
E. Direct Support Costs			
1. Plant Maintenance & Operations and Facilities (Fund 01, Resource 7230 (HtoS) or 7240 (SD/OI), Functions 8100-8400 and 8700, Objects 2000-5999, 6400, and 6500)		0.00	1,888.43
F. Direct and Direct Support Costs (Lines A through E1 except Line C1)	096/095	1,611,490.76	1,646,653.71
G. Reconciliation Amounts (For CDE's use; LEAs, refer to Instructions)			
1. Additions			
2. Deductions			
H. Gross Transportation Expense (Line F plus Line G1 minus Line G2)	094/093	1,611,490.76	1,646,653.71
I. Reimbursement from other districts/county offices/charter or private schools/agencies for transportation expenses included in Line H (Fund 01, Resource 7230 (HtoS) or 7240 (SD/OI), Objects 8677 and 8899)		70,148.18	84,378.00
1. ENTER amount of Line I that represents reimbursements other than for transportation services (i.e., fuel tax reimbursement, insurance recovery, bus trade-in or sale, prior year refunds, etc.)			
J. Subtotal, Pupil Transportation Expense (Line H minus Line I plus Line H1)	097/098	1,541,342.58	1,562,275.71
K. Indirect Costs (Approved indirect cost rate of 4.20% times the sum of Line H minus lines C1, D, and D1. If negative, then zero.)		49,341.61	64,508.43
L. Net Pupil Transportation Expense (Lines J and K)	100/101	1,590,684.19	1,626,784.14

Tracy Joint Unified
San Joaquin County

Unaudited Actuals
2009-10
Annual Report of Pupil Transportation
Home-to-School and Severely Disabled/Orthopedically Impaired

39 75499 0000000
Form TRAN

Description	EDP No.	Home-to-School	SD/OI
SCHEDULE III - ALLOWABLE TRANSPORTATION EXPENSE			
A. Net Pupil Transportation Expense (Schedule II, Line L)		1,590,684.19	1,626,784.14
B. ENTER deduction for increased cost of court ordered transportation (Los Angeles Unified, San Bernardino Unified and San Diego Unified only)			
C. Deduction for payments to common carriers and parents in lieu of transportation provided to your pupils			
1. ENTER payments by your LEA, included in Schedule II, Line C1		0.00	0.00
2. ENTER payments by another LEA, included in Schedule II, Line C1		0.00	0.00
3. Less: ENTER payments to common carriers and parents, deducted on Line B			
D. Deduction for bus acquisition and/or replacement			
1. ENTER portion of bus payments included in Schedule II, Line D plus Line D1 that were for your pupils (exclude portion other LEAs paid to you as part of their costs)		0.00	0.00
2. ENTER portion of payments included in Schedule II, lines C1 and C6 paid to another LEA providing services to your LEA		0.00	0.00
3. Less: ENTER bus acquisition and/or replacement included in deduction taken on Line B			
E. Deduction for unallowable costs			
1. ENTER amount of unallowable costs included in Schedule II, lines C1 and C6 paid by you to another LEA		0.00	0.00
2. Less: ENTER unallowable costs amount included in deduction taken on Line B		0.00	0.00
F. Total Deductions (Lines B, C1, C2, D1, D2, and E1 minus lines C3, D3, and E2)		0.00	0.00
G. Bus Operating Expense (Line A minus Line F)	110/111	1,590,684.19	1,626,784.14
H. 1. Cost Per Mile (Line G divided by Schedule I, Line C) 2. Cost Per Pupil (Line G divided by Schedule I, Line B1)	120/121	5,320	6,157
I. Payments to common carriers and to parents in lieu of transportation (Lines C1 and C2 minus Line C3)	122/123	1,158,546	6,025,126
J. 1. ENTER prior year unallowable costs paid to another LEA used in the current year for bus purchases. 2. Bus acquisition and replacement (Lines J1, D1, and D2 minus D3)	080/081	0.00	0.00
K. Approved Transportation Expense (Lines G, I, and J2)	085/086	0.00	0.00
L. Approved Non-SD/OI Home-to-School Transportation Expense	130/133	1,590,684.19	1,626,784.14
1. Calculated Expense (Line K divided by Schedule I, Line B1 times Schedule I, Line B2); 2. ENTER LEA's computed expense if different than amount calculated in Line L1 (maintain documentation locally)	132c	0.00	
	132a		

Contact: Reed Call

Title: Director, Financial Services

Agency: Tracy Unified School District

Phone Number/Ext: (209) 830-3200

E-mail Address: rcall@tusd.net