

Charles Tracy

From: Charles Tracy
Sent: Friday, May 01, 2015 2:28 PM
To: 'Barbara Bass'; Gabriel Leal; Wendall Lower; Board Member Judy; Tomas Loera; Rosalinda Sanchez
Cc: Diane Lyon
Subject: RE: May Agenda Request

Mrs. Bass, do you have any other written information you will be submitting to the board. If so, you will need to submit it in writing to us along with your request for public disclosure before the May 8, 2015 deadline for materials. Your request is on the agenda. We will be expecting your supplemental written information before May 8, 2015. You may dropped the information off at the District Office, 620 Canal Street, Hamilton City. Thank you for your assistance on this matter. CT

Diane, will you please place Mrs. Bass' request and attached email on the agenda for discussion. I believe she will have additional packet information she should be dropping off to us by May 8, 2015, Thank you CT

Charles Tracy, Superintendent
Hamilton Unified School District
620 Canal Street, P.O. Box 488
Hamilton City, CA 95951
ctracy@husdschools.org
(530) 826-3261 ext. 6005

Elizabeth Perry, Assistant to the Superintendent
eperry@husdschools.org
(530) 826-3261 ext. 6004

From: Barbara Bass [<mailto:ourschool95951@yahoo.com>]
Sent: Friday, May 01, 2015 1:18 PM
To: Charles Tracy; Gabriel Leal; Wendall Lower; Board Member Judy; Tomas Loera; Rosalinda Sanchez
Subject: May Agenda Request

Our School Organization would like to be on the regular HUSD Board Meeting May Agenda. We will answer any questions the board may have about our group. We will be turning in petitions to the board.

We also ask that the pepper spray incidents be on the agenda. The district will address the incidents and answer any questions. There are board policies concerning pepper spray, but it is necessary for the board to set up new policies for procedures when pepper spray is emitted on campus. This is a safety issue and needs to be addressed.

OUR SCHOOL - Accountability and Responsibility for Hamilton City Schools
Barbara Bass, Secretary

Charles Tracy

From: Charles Tracy
Sent: Tuesday, May 05, 2015 12:29 PM
To: 'Barbara Bass'
Subject: RE: one more question about reading program

Language Star is HUSD ELD owned program. In the Beginning the foundational methods were part of a training provided by Kevin Clark. That was a contract negotiated by Mr. Odom before I came so I am doing the research. Will take a few days.

Charles Tracy, Superintendent
Hamilton Unified School District
620 Canal Street, P.O. Box 488
Hamilton City, CA 95951
ctracy@hudschools.org
(530) 826-3261 ext. 6005

Elizabeth Perry, Assistant to the Superintendent
eperry@hudschools.org
(530) 826-3261 ext. 6004

From: Barbara Bass [<mailto:ourschool95951@yahoo.com>]
Sent: Tuesday, May 05, 2015 11:15 AM
To: Charles Tracy
Subject: one more question about reading program

Is the ELD (SEI) Structured English Immersion Program from Clark Consulting? Is it called Language Star? Is that what we are using? Thank You Mrs. Bass

Charles Tracy

From: Charles Tracy
Sent: Tuesday, May 05, 2015 10:28 AM
To: 'Barbara Bass'
Subject: RE: questions

Good Morning Mrs. Bass,

I am in the middle of contract negotiation and interviews this week trying to do the rest of the work in-between. As for a couple of the questions,

- #1, No my contract is not up for negotiations
- #2, The Board is always willing to listen to different points of view.
- #3, The Per ADA expenditure for all students K-12 is \$9,642.71 (this can be found in the second interim document we set to you several weeks ago, Form NCMOE).
- #4 I will have to do some research
- # 5 I will also have to do some research, just an FYI we don't have a "Kevin Clark Program"

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From: Barbara Bass [<mailto:ourschool95951@yahoo.com>]
Sent: Tuesday, May 05, 2015 8:29 AM
To: Charles Tracy
Subject: questions

Superintendent Tracy,

I will have the information that you need before the May 8 deadline. Thank you for allowing us on the agenda.

I have some questions:

Is your contract renewal on the May Agenda for a vote from the board?

Is there a process for the community to also evaluate your renewal?

How much is currently appropriated per student at the high school and

elementary?

How many HUSD interdistrict transfers, both in and out, are there?

How much has HUSD paid for the Kevin Clark Program to date?

Thank You, Barbara R Bass

Charles Tracy

From: Charles Tracy
Sent: Tuesday, May 05, 2015 12:45 PM
To: 'Barbara Bass'
Subject: RE: questions

\$9,642.71 it's the same for all students under LCFF. Please see second interim report, form NCMOE.

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Elizabeth Perry, Assistant to the Superintendent
eperry@husdschools.org
(530) 826-3261 ext. 6004

From: Barbara Bass [<mailto:ourschool95951@yahoo.com>]
Sent: Tuesday, May 05, 2015 10:53 AM
To: Charles Tracy
Subject: Re: questions

How much is being spent per student at the elementary and how much per student at the high school? Thank You Barbara R Bass

On Tuesday, May 5, 2015 10:28 AM, Charles Tracy <CTracy@husdschools.org> wrote:

Good Morning Mrs. Bass,

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Subject: questions

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Thank You, Barbara R Bass

Charles Tracy

From: Charles Tracy
Sent: Tuesday, May 05, 2015 12:30 PM
To: 'Barbara Bass'
Subject: RE: questions

No it is a three year contract

Charles Tracy, Superintendent
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620 Canal Street, P.O. Box 488
Hamilton City, CA 95951
ctracy@husdschools.org
(530) 826-3261 ext. 6005

Elizabeth Perry, Assistant to the Superintendent
eperry@husdschools.org
(530) 826-3261 ext. 6004

From: Barbara Bass [<mailto:ourschool95951@yahoo.com>]
Sent: Tuesday, May 05, 2015 10:54 AM
To: Charles Tracy
Subject: Re: questions

How long is your contract for? Is it year to year? Thank You Barbara Bass

On Tuesday, May 5, 2015 10:52 AM, Barbara Bass <ourschool95951@yahoo.com> wrote:

How much is being spent per student at the elementary and how much per student at the high school? Thank You Barbara R Bass

On Tuesday, May 5, 2015 10:28 AM, Charles Tracy <CTracy@husdschools.org> wrote:

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Thank You, Barbara R Bass

Charles Tracy

From: Charles Tracy
Sent: Wednesday, May 06, 2015 6:51 AM
To: Barbara Bass
Subject: Fwd: one page contract
Attachments: 2015_05_05_13_06_11.pdf; ATT00001.htm

For your information. More to follow.

Sent from my iPhone

Begin forwarded message:

From: Kristen Hamman <KHamman@husdschools.org>
Date: May 5, 2015 at 1:14:21 PM PDT
To: Charles Tracy <CTracy@husdschools.org>
Subject: one page contract

One page contract for 14-15

HAMILTON UNIFIED SCHOOL DISTRICT
2014-2015 EMPLOYMENT INFORMATION AND CONTRACT

Charles Tracy

Service Date: June 15, 2011

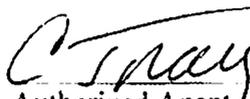
You are hereby notified that at a regular meeting of the Board of Trustees you were elected to serve as Superintendent/Principal for the school year beginning July 1, 2014 and ending June 30, 2015 as follows:

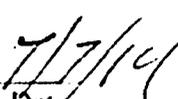
235 Work Days

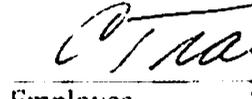
This election is contingent upon your meeting all credential and Education Code requirements.

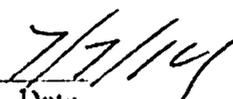
Salary: \$115,303 + \$800 (master's stipend)
Payable: 12 equal payments of \$9,608.59; \$66.67
Sick leave accrual: 12 days

Duties and responsibilities as per agreement.


Authorized Agent


Date


Employee


Date

OFFICE USE ONLY:

Annual Amount \$115,303 + \$800 (master's stipend)
Budget Classification: 35% 01-0000-0-0000-7150-1300 10% 01-0000-0-3550-2700-1300
35% 01-0000-0-0000-7150-1300-800
10% 01-0000-0-3200-2700-1300 10% 11-0000-0-4110-2700-1300
master's stipend 01-0000-0-1110-1000-1100
50% 01-0000-0-0000-7150-1300 50% 01-0000-0-0000-7150-1300-800

Salary Breakdown: 115303/12=9608.59; 800/12=66.67 NCH

White: C.O. Pink: File Yellow: Acct. Goldenrod: Employee

(Certsup)

Charles Tracy

From: Charles Tracy
Sent: Wednesday, May 06, 2015 8:15 AM
To: 'Barbara Bass'
Subject: Superintendent's contract
Attachments: 2015_05_06_08_10_38.pdf

Per your request. Other requested information is being gathered.

Hamilton Unified School District

**EMPLOYMENT CONTRACT
SUPERINTENDENT/PRINCIPAL
2013-2016**

This Employment Contract ("Contract") is by and between the Governing Board of the Hamilton Unified School District, hereafter referred to as "Board" or "District," and Charles Tracy, Superintendent/Principal, hereafter referred to as "Superintendent/Principal" This contract supersedes any and all other agreements between the parties as of the date of the commencement of the term of this contract.

NOW, THEREFORE, District and Superintendent/Principal, for the consideration herein specified, agree as follows:

I. TERM

District, in consideration of the promises by Superintendent/Principal herein contained, agrees to employ, and Superintendent/Principal hereby accepts employment as District Superintendent/Principal of the Hamilton Unified School District for a term commencing July 1, 2013, and ending June 30, 2016. This contract will extend annually for an additional year, each, year, preserving a three year agreement unless notice is given by the BOARD that an additional year will not be offered, if noticed by August 1st, and upon the Superintendent having received a good performance evaluation.

II. COMPENSATION

A. District shall pay Superintendent/Principal an annual salary of One Hundred Eleven Thousand One Hundred thirty Five Dollars (\$111,135.00) for the 2013-2014 school year. Salary shall be payable on the last working day of each month in installments of one-twelfth of the annual salary rate for services rendered during the preceding month. Unless otherwise agreed, the Superintendent/principal's salary/benefits may increase, at a given years COLA, beginning with the 2014-2015 school year.

B. The District shall provide the Superintendent/Principal with insurance benefits, (health, dental, vision, and life) as are provided to other certificated employees. The Superintendent/Principal shall be eligible for post-retirement benefits until the age of 65 under the following conditions:

1. The Superintend/Principal retires from Hamilton Unified and has served the district for five or more years.

C. The Board may, with the mutual consent of Superintendent/Principal adjust Superintendent/Principal base salary at any time.

III. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT/ PRINCIPAL

Superintendent/Principal shall be the chief executive officer of the District and shall serve as secretary to the Board. This Contract is subject to all applicable laws of the State of California and to the lawful rules and regulations of the Board and the California State Board of Education. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Contract as though fully set forth herein. Superintendent/Principal shall perform all duties prescribed by said laws, rules, and regulations, and shall be carried out.

IV. DUTY/NONDUTY DAYS AND OTHER BENEFITS

A. Regular Service

Superintendent/Principal shall be required to render 235 days of full and regular service to the District during the annual period covered by this agreement. The work year is normally exclusive of Saturdays, Sundays and holidays unless work on such days is required to fulfill the obligations of the position of Superintendent/Principal. The Superintendent/Principal shall be compensated additional days of services rendered during the contract term at the daily rate at the end of each fiscal year. Additional service days must be authorized and preapproved by the Board President with final approval of the school board for actual days worked over the 235 day contract.

B. Illness Leave

Superintendent/Principal shall accrue illness leave at the rate of one (1) day per month per contract year. This leave may accumulate without limit.

C. Other Leaves

District shall provide Superintendent/Principal with such other leaves, school holidays and benefits as are provided to other certificated employees of the District.

V. EVALUATION

- A. The Board may evaluate, in writing, the performance of Superintendent/Principal. If the Board chooses to evaluate the Superintendent/Principal, the Board shall complete the evaluation at a date and time mutually agreeable to the Board and the Superintendent/Principal. The Superintendent/Principal shall present to the Board a document detailing accomplishments of the Superintendent/Principal annually at the July Board meeting. If the Board chooses not to evaluate the

Superintendent/Principal, it is assumed that the Superintendent/Principal evaluation is satisfactory.

- B. The evaluation shall be related to the duties and responsibilities and the annual goals established by the Board and Superintendent/Principal, within applicable law.
- C. The final format, procedures, and goals of Superintendent/Principal's evaluation shall be established by the Board and may include Superintendent/Principal's self evaluation. Upon mutual consent, the Board may revise the format and procedure of Superintendent/Principal's evaluation.
- D. The evaluation format shall be reasonably objective and shall contain at least the following evaluation areas:
 - relationship with the Governing Board
 - relationship with the community
 - curriculum & instruction leadership
 - business and operations services leadership
 - staff and personnel relationships
 - personal qualities and development
 - overall educational leadership

The evaluation format shall provide for a rating system such that the Board may indicate whether the performance of Superintendent/Principal is:

- unsatisfactory
- satisfactory
- outstanding

The evaluation shall assess both overall performance and the specific criteria set forth in the evaluation format.

- E. A meeting shall be held between Superintendent/Principal and Board to discuss Superintendent/Principal's evaluation on or before the July Board Meeting of the school year in which the evaluation takes place.

A copy of the written evaluation shall be delivered to Superintendent/Principal no later than October 1 of the school year in which the evaluation takes place, and Superintendent/Principal shall have the right to make a written response to the evaluation. Said response shall be included with evaluation. A copy of the written Evaluation of the Superintendent/Principal shall be held in the office of the School District's Attorney.

- F. If Board determines that performance of Superintendent/Principal is unsatisfactory in any respect, the written report shall describe such unsatisfactory performance in reasonable detail. The evaluation shall include recommendations for improvement of

all instances where Board deems performance to be unsatisfactory and may be included in other instances where Board deems such to be appropriate.

VI. PROFESSIONAL GROWTH OF SUPERINTENDENT/PRINCIPAL

District encourages the continuing professional growth of Superintendent/Principal through participation in:

- A. The operations, programs and other activities conducted or sponsored by associations of local, state and national school boards, administrators, educators;
- B. Seminars and courses offered by public or private educational institutions; and
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent/Principal to perform his professional responsibilities for the District.

In its encouragement, District shall permit a reasonable amount of release time for Superintendent/Principal to attend such matters and shall pay in accordance with Board procedure, necessary travel and subsistence expenses.

VII. EXPENSE REIMBURSEMENT

A. General

Except as noted in B. below, District shall reimburse Superintendent/Principal for all actual and necessary expenses, incurred within the scope of employment. Reimbursement shall be in accordance with Board policy.

B. Annual Expense Allowance

District shall pay to Superintendent/Principal 6.5 % of the Superintendent/Principal annual Salary for a vehicle allowance. District shall pay 1.5% of the Superintendent/Principal's annual salary for cellular phone/data package. Vehicle allowance and cellular phone data package percentage increase shall be calculated at Superintendent/Principals annual pay rate. The Superintendent/Principal is required to maintain reliable transportation to be used in course of district business. The Superintendent/Principal is to maintain and have available a cellular phone that is capable of regular communication and function for email, text and instant messaging.

VIII. TERMINATION OF EMPLOYMENT CONTRACT

This employment Contract may be terminated prior to its normal expiration by:

- A. Failure by Superintendent/Principal to maintain a valid California Administrative Credential.
- B. Mutual agreement of the parties.
- C. Retirement of Superintendent/Principal.
- D. Discharge for Cause.

In the event of discharge for cause, which shall be defined as conduct which is seriously prejudicial to District, this Contract may be terminated. This shall include, but is not limited to, unprofessional conduct, incompetency, neglect of duty, or breach of contract. Should the Board elect to terminate this Contract prior to its expiration pursuant to this section, the Board shall notify the Superintendent/Principal in writing. Upon request, Board shall serve upon Superintendent/Principal a reasonably detailed statement of charges. Superintendent/Principal will be afforded an opportunity for a hearing which shall include the right to be represented by counsel and the right to call witnesses. If Superintendent/Principal chooses to be accompanied by legal counsel at such hearing, Superintendent/Principal shall bear any costs therein involved. Such hearing shall be conducted in closed session. Superintendent/Principal shall be provided a written decision describing the results of the hearing.

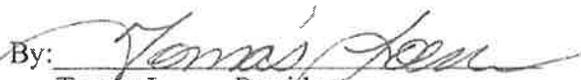
Term shall not apply in the event of the Superintendent/Principal termination for cause.

IX. GENERAL PROVISIONS.

- A. This Contract is the full and complete Contract between the parties hereto, and it can be changed or modified only by writing, signed by the parties or their successors in interest to this Contract. It supersedes and replaces all other contracts of employment between Superintendent/Principal and Board.
- B. Except as modified herein, this Contract is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Governing Board of the Hamilton Unified School District. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.

IN WITNESS HERETO, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties hereto.

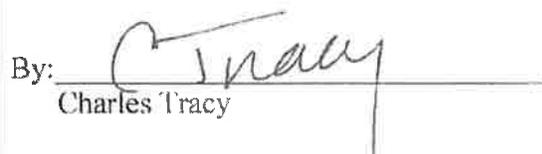
**GOVERNING BOARD OF THE
HAMILTON UNIFIED SCHOOL DISTRICT**

By: 
Tomás Loera, President

8/19/13
Date

SUPERINTENDENT/PRINCIPAL

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment of Superintendent/Principal of the Hamilton Unified School District.

By: 
Charles Tracy

8/19/13
Date

Charles Tracy

From: Charles Tracy
Sent: Thursday, May 07, 2015 9:18 PM
To: Barbara Bass
Subject: Fwd: HUSD interdistrict numbers

Per your request

Sent from my iPhone

Begin forwarded message:

From: Cris Oseguera <COseguera@husdschools.org>
Date: May 7, 2015 at 9:16:41 PM PDT
To: Charles Tracy <CTracy@husdschools.org>
Subject: re: HUSD interdistrict numbers

The total number of interdistrict requests is +42.

Total in= 115

Total out=73

Thanks,

Cris



DANNIS WOLIVER KELLEY

CALIFORNIA'S THOUGHT LEADERS
IN EDUCATION LAW

SAN FRANCISCO

275 Battery Street
Suite 1150
San Francisco, CA 94111
TEL 1 415.543.4111
FAX 1 415.543.4384

LONG BEACH

115 Pine Avenue
Suite 500
Long Beach, CA 90802
TEL 562.366.8500
FAX 562.366.8505

SAN DIEGO

750 B Street
Suite 2310
San Diego, CA 92101
TEL 619.595.0202
FAX 619.702.6202

NOVATO

1682 Novato Boulevard
Suite 251
Novato, CA 94947
TEL 1 415.543.4111
FAX 1 415.543.4384

CHICO

123 West 6th Street
Suite 120
Chico, CA 95928
TEL 530.343.3334
FAX 530.924.4784

www.DWKesq.com

DEDICATION
WISDOM
KNOW-HOW



WILLIAM B. TUNICK

Attorney at Law
wtunick@DWKesq.com

San Francisco

May 22, 2015

VIA EMAIL AND U.S. MAIL

Mrs. Barbara Bass
P.O. Box 352
Hamilton City, CA 95951-0352
ourschool95951@yahoo.com

Re: Hamilton Unified School District
Public Records Act Request
Our file 3407.1101

Dear Mrs. Bass:

We write on behalf of the Hamilton Unified School District ("District") in response to your request for records under the California Public Records Act ("CPRA") presented to the District's governing board on May 18, 2015.¹ The request seeks five categories of records, which we address below.

- 1. Documents that would allow the public to determine how many students are transferring in and out of the district and to what schools our students are transferring to.**

On May 7, the District's Superintendent forwarded you an email specifically providing: (1) the number of students who live in the District, but who have transferred and currently attend school in another school district for the current school year, 73 students; and, (2) the number of students who do not live in the District but have transferred to attend schools in the District for the current school, 115 students. This email appears to be fully responsive to the first portion of this request.

The request also seeks information as to "what schools our students are transferring to." Unfortunately, this information is not available in summary format; instead it only exists in the individual transfer applications filed by District students. Those forms are "pupil records" and are exempt from disclosure under the CPRA. (Ed. Code, § 49076(a); Govt. Code, § 6254(k), § 6276.36.)

¹ We understand you have recently made several record requests to the District to which the District has responded on March 22, May 6, and May 7.

Accordingly, the District believes it has provided all disclosable records responsive to this request.

2. Documents that would allow the public to determine the financial impact when students transfer out of the District.

The District does not maintain a record which would indicate the "financial impact when students transfer out of the District." Pursuant to Education Code section 46607, State funding for a student is provided to the student's school district of attendance. In short, the financial impact of students transferring out of the District can be estimated based on the number of students transferring out of the District multiplied by the amount of funding received per student.

For example, information available at ed-data.org indicates that for the 2013-14 year, the District received approximately \$9,344 in funding per average daily attendance. While it may not be possible to determine exactly how much funding is tied to a student leaving or transferring into the District or the cost savings associated with any transfers (and these amounts may not be the same for every student), it would appear the transfers have increased District funding by a net amount of approximately \$392,000 during the current school year.

Students Transferring to Other School Districts		73
<u>Approximate Funding per Student</u>	x	<u>\$9,344</u>
Reduced Funding Due to Transfers Out		\$682,112
Students Transferring to District		115
<u>Approximate Funding per Student</u>	x	<u>\$9,344</u>
Increased Funding Due to Transfers In		\$1,074,560
Increased Funding Due to Transfers In		\$1,074,560
<u>Reduced Funding Due to Transfers Out</u>	-	<u>\$682,112</u>
Total Increase in Funding Due to Transfers		\$392,448

3. Documents that would allow the public to determine where the ELD money is being spent.

The District is unclear as to the records being requested as it does not receive "ELD money." However, it understands the request to be for records indicating expenditures related to Title III funds. The overarching purpose of Title III is to ensure that limited-English-proficient ("LEP") students (called English learners under California laws), attain English proficiency and meet the same challenging academic content and achievement standards that other students are expected to meet. A report of Title III fund expenditures in 2014 can be found at: http://www.husdschools.org/files/EUFwI_5cae4f4b79c466823745a49013852ec4/2015_05_20_15_08_11.pdf. The report for current year expenditures will not be available until after the school year.

May 22, 2015

Page 3

4. Documents showing the status of the Edgewater property the HUSD owns.

The District is also unclear as to what records you seek regarding the Edgewater property. The District has records indicating its ownership of the property, but it does not appear those are the records you are seeking at this time. As the District has discussed previously, the site is unlikely to be useable for a school site given its size and flood zone designation. If there are specific records related the property you are seeking, please let us know.

5. Documents showing how much ADA money is being spent per student at the elementary and per student at the high school.

While prior SARC reports (available on the District's website) provide an estimate of expenditures per pupil at District schools, those amounts are not accurate for several reasons. First, they are for prior fiscal years. Second, the State calculated the numbers included in the SARC reports by including all District administration costs as part of total high school expenditures, this incorrectly inflated the expenditure per student reported for high school students and incorrectly decreased the expenditure per student reported for elementary school students.

At this time, the District's financial system does not provide the specific calculation you are requesting. Instead, as the District has explained, the NCMOE form provided as part of the District's second interim budget report indicates that the District expends \$9,642.71 per student. That report is available at:

[http://www.husdschools.org/files/CTGig_/96c98ad7be4c2bb53745a49013852ec4/2nd Interim .pdf](http://www.husdschools.org/files/CTGig_/96c98ad7be4c2bb53745a49013852ec4/2nd%20Interim.pdf).

Finally, we would note that while the District takes its responsibility under the CPRA seriously, its priority must remain educating its students. Moreover, the CPRA does not require the District to create records or summaries of information which do not otherwise exist or to produce records which provide the same information which is otherwise publicly available. While it will continue to respond to requests in a reasonable matter, it cannot divert limited resources from student education. For the same reasons, if you have any concerns about this response, please contact us prior to the preparation of any litigation in order to give the District a reasonable opportunity to consider and respond. Failure to do before taking further action would only lead to unnecessary and potentially frivolous litigation which could entitle the District to recovery of its attorneys' fees.

If you have any further questions about this request, or would like copies of other specific public records please contact our office.

Best regards,

DANNIS WOLIVER KELLEY


William B. Tunick

WBT:ah

cc: Charles Tracy, Superintendent, Hamilton Unified School District