

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**TRACY UNIFIED SCHOOL DISTRICT**  
**FEBRUARY 8, 2022**

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

**TUSD board meetings are held in person. Masks are required.**

**To View the live stream of this meeting, please follow this link: Board Meeting Live**

**TIME: 6:30 PM Closed Session**  
**7:00 PM Open Session**

**A G E N D A**

- |           |   |                |
|-----------|---|----------------|
| <b>1.</b> | <b>Call to Order</b>  | <b>Pg. No.</b> |
| <b>2.</b> | <b>Roll Call – Establish Quorum</b><br>Board:S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert, S. Kaur, L. Souza<br>Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry   |                |
| <b>3.</b> | <b>Closed Session:</b> Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.<br><b>3.1 Administrative &amp; Business Services:</b> None.<br><br><b>3.2 Educational Services:</b><br><b>3.2.1</b> Findings of Fact: 21/22#59, 21/22#60, 21/22#61, 21/22#64<br><br><b>3.3 Human Resources:</b><br><b>3.3.1</b> Consider Paid Leave of Absence for Certificated Employee #UC-1270, Pursuant to Article XX<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><b>3.3.2</b> Consider Non-Paid Leave of Absence for Certificated Employee #UC-1271, Pursuant to Article XX<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><b>3.3.3</b> Release Probationary Classified Employee #UCL-413 Utility Person II<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><b>3.3.4</b> Consider Public Employee/Employment/Discipline/Dismissal/Release<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><b>3.3.5</b> Conference with Labor Negotiator<br>Agency Negotiator: Tammy Jalique<br>Associate Superintendent of Human Resources<br>Employee Organization: CSEA, TEA |                |

**4. Adjourn to Open Session**

**5. Call to Order and Pledge of Allegiance**

**6. Closed Session Issues:**

**6a** Action on Findings of Fact: 21/22#59, 21/22#60, 21/22#61, 21/22#64

**3.2.1**

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

**6b** Report Out of Action Taken on Consider Paid Leave of Absence for Certificated

**3.3.1** Employee #UC-1270, Pursuant to Article XX

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

**6c** Report Out of Action Taken on Consider Non-Paid Leave of Absence for

**3.3.2** Certificated Employee #UC-1271, Pursuant to Article XX

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

**6d** Report Out of Action Taken on Release Probationary Classified

**3.3.3** Employee #UCL-413 Utility Person II

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

**7. Approve Regular Minutes of January 25, 2022.**

**1-7**

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

**8. Student Representative Reports: None.**

**9. Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement: None.

**10. Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.

**10.1 Administrative & Business Services:**

**10.1.1** Receive Update on Potential District Expenditures

**10.2 Educational Services:**

**10.2.1** Receive Report on COVID 19 Updates

**10.2.2** Receive Report on the California Assessment of Student Performance and Progress (CAASPP) **8**

**10.2.3** Receive Report on Instructional Materials Adoptions **9-10**

**10.2.4** Receive Report on the District Technology Plan Draft 2022-2027 (Separate Cover Item) **11-12**

**11. Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent.

**12. PUBLIC HEARING:** None.

- 13. Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.

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

**Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**

**13.1 Administrative & Business Services:**

- |               |   |              |
|---------------|---|--------------|
| <b>13.1.1</b> | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda   | <b>13-14</b> |
| <b>13.1.2</b> | Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District | <b>15-16</b> |
| <b>13.1.3</b> | Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2021/22 School Year   | <b>17-18</b> |

**13.2 Educational Services:**

- |               |   |              |
|---------------|---|--------------|
| <b>13.2.1</b> | Approve Contract Services Agreement with Paxton/Patterson College & Career Ready Exploration Labs, Curriculum and Activities Learning System  | <b>19-29</b> |
| <b>13.2.2</b> | Approve Agreement for Contract Services between Thrive Therapeutic Services and Prevention Services Department for the 2021-2022 School Year  | <b>30-33</b> |
| <b>13.2.3</b> | Approve Overnight Travel for the Tracy High School Activities Director And Teachers to Attend the California Association of Directors of Activities (CADA) Conference in Reno, NV. On March 2-March 5, 2022                     | <b>31</b>    |
| <b>13.2.4</b> | Approve Contract Services Agreement with Edgenuity Virtual Curriculum to Provide On-line Curriculum Licenses to the Tracy Independent Study Charter School for Kindergarten – 5th grade through June 30, 2023                   | <b>35-37</b> |
| <b>13.2.5</b> | Approve Air Tutors to Provide Tutoring Services for Students at John C. Kimball High School for Remainder of the 2021-22 School Year  | <b>38-43</b> |
| <b>13.2.6</b> | Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to Provide Intervention Services to Students at Kimball High School for the 2021-2022 School Year  | <b>44-50</b> |
| <b>13.2.7</b> | Approve Overnight Travel for Kimball High School (KHS) HOSA: Future Health Professionals Student Members and Advisors to Participate in the California State Leadership Conference in Long Beach, California, March 23-26, 2022 | <b>51-52</b> |

**13.3 Human Resources:**

- |               |  |              |
|---------------|--|--------------|
| <b>13.3.1</b> | Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment | <b>53-54</b> |
| <b>13.3.2</b> | Approve Classified, Certificated, and/or Management Employment   | <b>55-56</b> |

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

**14.1 Administrative & Business Services:**

**14.1.1** Approve Three Year Agreement with ArbiterSports, LLC. **57-59**

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

**14.2 Educational Services:**

**14.2.1** Adopt Revised Board Policy and Acknowledge Administrative Regulation 6173 Education for Homeless Children (Second Reading) **60-65**

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

**14.2.2** Adopt Revised Board Policy and Acknowledge Administrative Regulation 6173.1 Education for Foster Youth (Seond Reading) **66-86**

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

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

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

**17. Board Meeting Calendar:**

**17.1** February 22, 2022

**17.2** March 8, 2022

**17.3** March 22, 2022

**17.4** April 12, 2022

**18. Upcoming Events:**

**18.1** February 14, 2022 No School, Lincoln's Birthday

**18.2** February 21, 2022 No School, Presidents' Day

**18.3** March 4, 2022 No School, Board Design NWD

**18.4** April 15-22, 2022 No School, Spring Break

**18.5** May 27, 2022 Last Day of School

**18.6** August 8, 2022 First Day of School 2022-2023

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent's Office at 209.830.3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary aids or services, he/she should also contact the Superintendent's Office at least 24 hours prior to the meeting.

**Minutes of  
Regular Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, January 25, 2022**

- 6:30 PM:** 1-3. President Alexander called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, A. Alexander, N. Erskine, Z. Hoffert, L. Souza  
Absent: A. Blanco, S. Kaur  
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry
- 7:00 PM** 5. President Alexander called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Report Out of Action Taken on Consider Paid Leave of Absence for  
3.3.1 Classified Employee #UCL-412, Pursuant to Article XXIII  
**Action:** Denied. **Vote:** Yes-5; No-0; Absent-2(Blanco, Souza)
- Minutes:** 7. **Approve Regular Minutes of January 11, 2022**  
**Action:** Abercrombie, Erskine. **Vote:** Yes-4; No-0 Absent-2(Blanco, Kaur);  
Abstain-1(Souza)
- Audience:** B. Ryan, R. Mahiddin, D. Reese, M. Stagnaro, T. Quintana, Z. Boswell, R. Soto, J. Lopez, R. Wasurick, E. Quintana, T. Salinas, M. Petty, B. Browne, B. Gonzalez, S. Hussim, N. Sandoval
- Student Rep Reports:** 8. **Tracy High:** Iliana Cashen reported that in December they had their Winter Formal with the theme "Stary Night". Finals' week was around the corner during the week of December 13<sup>th</sup> and students finished semester strong. They all needed the winter break. They held a second club rush week in January to give students an opportunity to join one or more of their 50 clubs. Winter sports are back in session. This week is the Hoopla spirit week, and the theme is "Blast off Bulldogs". Activities include Senior night for girls on Wednesday and a boys' game on Friday. Each day will have a special theme. Today was making the galaxy bright and wearing neon or white. There will be no school Friday, but they will still have the Dog Pound for basketball. At half-time, Mr. & Mrs. Bulldog will be announced who are voted on by teachers. Students are excited!
- Trustee Hoffert left the meeting at 7:03 p.m.  
Trustee Hoffert returned to meeting at 7:05 p.m.
- West High:** Lilly Banchero and Kaitlyn Durant reported that they have been working hard during the last 3 months. At the end of October, they paid tribute to Bryan Redman, a former student who passed away in 2019. In his honor, students dressed in his favorite color. On November 1<sup>st</sup> and 2<sup>nd</sup> students celebrated the Day of the Dead. There were special performances, dances, decorations, music and art.

The annual canned food drive was held for those in need. The community came together to donate cans. The Class of 2022 is preparing for Grad Night at Disneyland and it has completely sold out. Preparation for the winter formal began in early December. The theme was Fire and Ice. It was refreshing to see everyone dressed up. Boys' varsity soccer is doing well with a recent win against Kimball. It is important that our pack family knows that they are not alone. They dedicated a leadership window to mental health awareness. Students have been preparing for Slam Jam the last few months. The theme was Marvel. Students came dressed for each of the spirit days. They were excited to celebrate at the rally.

**Kimball High:** Omed Akbari reported that UC applications were due at the end of November. Students are waiting to hear back from colleges. Cash for College workshops were given for students and parents with assistance of counselors. The Medical Academy received a grant for over \$11,500 for supplies, scrubs and other items. The MHSA club hosted a fundraiser, and they had a huge turnout. Local optometrist was the guest speaker who spoke about their daily tasks. They recently had their multi-cultural rally with performances from different clubs who showed their cultures and celebrations. Swoosh Jam will be in February with spirit days, rally and dance. The theme is called "Game On". Each class is a different group with dress up days planned. There will be a black light rally. The Red Cross Club had fundraiser on Jan. 21<sup>st</sup> with a local restaurant. There will be a blood drive on Jan. 31<sup>st</sup>. In sports, the Seniors will have nights to remember for their senior nights. They have been busy decorating the stands. Boys' soccer will have a game this Friday and the girls' team will be on next Tuesday. There will be many senior nights over the next few weeks.

**Alternative Ed Campus:** A representative was unable to attend tonight.

## **Recognition & Presentations:**

### **9.1 George Kelly School Presentation**

Principal, Brittani Ryan and Assistant Roya Mahiddin, along with students, presented a power point on how they foster relationships to support a positive academic learning environment for staff and students. They start their day greeting students and families in the car line. Teachers check in with their students with morning circles and mental health check in. They showed a video clip of students in their morning routines. They have DARE for 5<sup>th</sup> grade students who participated in a park cleanup. For their canned food drive, students collected 2449 canned goods and 77 toys. As a reward, they participated in a dance and got to spray paint a teacher's hair. STEM units are being implemented working with the ICLE rigor rubric. This has been a great way for students to build repour in the classroom. The Tracy Police Department stopped by to speak with students and show them their drone connecting science to the community. They held their first music concert, attended the play "ELF" at Kimball High and some participated in AgVenture. They also enjoyed holiday drive-by parades. Administration has been fostering relationships through their big brother program. This has helped 4 and 5 graders as leadership students have been mentoring them and are playing games together and having lunch together. Counselors have started groups with Second Step to support SEL. On Wednesdays is "College Wednesday" and that highlight colleges that staff members have attended. The lunch time raffle is also new and students get raffle tickets if they are displaying good character. Students Hitika

Singh and Sunjum Saini spoke about leadership. They help with lunchtime, recycle and give announcements at school. They help with Kindergartners, plan school events and spirit weeks. They thanked staff and the district for their support.

**Information &  
Discussion Items:**

**10.1 Administrative & Business Services: None.**

Lady was asked to leave who wasn't wearing mask

**10.2 Educational Services:**

**10.2.1 Receive Report on COVID 19 Updates**

Director of Curriculum & Accountability, Dr. Zachary Boswell, presented a power point which showed there are still several cases however, not as deadly. San Joaquin County has 214 cases per 100,000, however that is now starting to come down. California has 215 per 100,000. We are hoping these numbers continue to fall. Across the nation rapid tests are becoming harder to get. Sometimes we only have PCR tests available. On Feb. 11<sup>th</sup> and Mar 4<sup>th</sup> there will be clinics at Central School for vaccines and boosters.

**10.2.2 Receive Report from Ryan Wasurick to the Board on Attending and Presenting at the NSTA Portland Regional Conference in Portland, OR on October 27- October 30, 2021**

Ryan Wasurick, a physics teacher at Tracy High. He attended and presented some of his work with LLNL to develop more modern, rigorous and relevant curriculum for our students. He has been working on "phone physics" over the past 2 years. He was unanimously accepted to present this at the conference and had the opportunity to present this to over 100 teachers. The presentation was well received, and they spoke with him afterwards and wanted to use his curriculum. He benefited greatly in his classroom by attending also and learned about making notebooks. He enjoyed the workshop and brought it back to his classroom. He also enjoyed other workshops that he brought back to the classroom. He has shared this information with teachers at the other high schools. He also ran the buyback day workshop and teachers were trained by him and the LLNL. The curriculum has been implemented at the middle school level and it worked great.

**10.2.3 Receive Report on STEM Implementation in TUSD**

Director of STEM, Dean Reese, presented a power point on Prek-12 STEM and AdvanceSTEM which we received an award in October for. Prek-12 was the grant we received from the U.S. Department of Education and funded our development of 52 Prek-12 STEM units and also provided funding to support teachers in the district. Our teachers developed the STEM units. The goal to increase equitable access for all students. He reviewed the Logic Model which starts with 3 key components: Developing and delivering curricular units; providing

field-based learning experiences; and providing teachers with support. We are in year 4 of this 5-year STEM initiative. He reviewed the changes that were proposed to provide rich STEM experiences and the expected outcomes of increased achievement in English, math and science and increased enrollment in IB/AB and A-G courses. He showed a graph of project progression. We are at a mid-way point. Currently we have 12 treatment sites and 5 comparison sites because this is a research grant. This was the first year we brought on 6-12 math and science sites. By the end of the next 2 years, we will have all 17 sites involved. We now have 52 STEM units. Each has engineering, computer science, math, science and literacy connections. There are assessment tools which is helpful for the teachers. For every unit we have purchased materials and supplies for an engineering design challenged provided by the grant. Last year there was development to provide distance learning modifications.

AdvanceSTEM follows on the heels of that grant. We are continuing to provide equitable access to high quality instruction. This has been one of the most challenging years in education. This is centered around developing talent, performance-based awards, increasing workforce diversity in TUSD and increasing STEM achievement and instructional quality. There isn't anything new for teachers to take on but building on what they already are doing. This grant provides a focus for the principal to be the instructional leader. We rely heavily on teacher leaders. The performance-based rewards can be awarded to principals, teachers or ILTs have to be at a treatment site. Awards come from specific categories instructional practices and student achievement. The maximum award for a teacher is \$2500. Partial awards are also given. The Instructional Leadership Teams can also receive an award for instructional practice, student achievement and role fulfillment. The maximum award under this category is \$4000. There is no double dipping and cannot be eligible for both awards. The principal award is based on instructional practice and student achievement. The maximum award for a principal is \$4,000. This grant also targets the increased recruitment of teachers and students of color and female STEM teachers. We are in a launch month right now. In spring there will be CIR walk-through observations for our eligible teachers, implementation of Spring STEM units, district assessments, instructional leadership support, implementation of the principal tool, up to 2 site ERMs per month focused on STEM instruction and student achievement and continued ILT support. The whole goal is to provide success for our teachers and principals which leads to higher quality instruction and student achievement.

#### **10.2.4 Receive Report on Latino Literacy Program**

Associate Superintendent of Educational Services, Julianna Stocking, Presented a power point on the Latino Literacy Program. The program goals are to establish and support a family reading routine, improve English language skills and strengthen parent/child interaction. This



program will be implemented in K-5 and K-8 schools. The program includes meeting with parents for 6-10 weeks, class time of 1.5 to 2 hours and parent/guardian participants of 20 per group. She showed a video on the program overview to include parental involvement. The number of ELL's in the country have more than doubled. The Latino Family Literacy Program has books that are bilingual with an engaging story. Parents are taught how to read aloud and establish a home reading routine. Parents are provided an opportunity to practice in a classroom setting before bringing the book home. They are provided with easy tips. Each week, the parent takes a new book home to read with their children and work on a literacy activity. Each teacher receives competency training to understand Latino parents. Staff development will provide online training, remote programs, district training and program materials. She passed out book samples to the Board. This is additional support to target the needs of our diverse community. Online training will be in February or March and will include 2 trainers per site and will work with parent liaisons and library staff for support. This will be accessible for all K-5 and K-8 and we will look to expand to our middle and high schools.

#### **Hearing of Delegations**

11. Samantha Naval has 4 kids in Tracy Unified. She demands an end to mask mandate and the upcoming vaccine mandate. She doesn't understand why we are still masking. She feels we need to push back on unconstitutional mandates that are causing harm to students. She feels these are unnecessary. She asked anyone to contact her if they are interested in becoming involved.

Zoho Rajput speaking on behalf of her mother-in-law. She urged the board to review the expulsion and suspension policies. She feels that the District lacks a positive discipline structure and depends on punitive measures. She also believes that TUSD discipline is archaic because they justify student expulsions and suspensions. She wants academic and behavioral interventions interwoven. She made many suggestions such as discipline matrix, restorative justice, information included in handbook and to reengage students. She believes the district discipline are detrimental and ineffective. She also suggested bringing in outside consultants.

Brisa Gonzalez commented that her son was involved in an altercation at West High. She does not deny that or condone it. She is concerned in the way the discipline was handled. She believes the practices are outdated and does not help students succeed. She stated various research regarding being suspended versus keeping them in school. When COVID hit she believes that students are struggling and are not receiving support. She was disappointed that there was not a positive alternative to discipline. She encouraged the Board to consider the outdated practices and how they are not reflective on current research. She also believes that a "one size fits all" approach to discipline is counter productive to student achievement and disproportionately affects students of color or with disabilities.

Ashlee Smead turned in a yellow card but left the meeting when asked to wear a mask.

#### **Public Hearing:**

12.1      **Administrative & Business Services:** None.

- Consent Items:**
- 13. Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**  
**Action:** On all items, except 13.2.3. Abercrombie, Erskine.  
**Vote:** Yes-5; No-0; Absent-2(Blanco, Kaur)  
**Action** on Item 13.2.3. Abercrombie, Erskine.  
**Vote:** Yes-5; No-0; Absent-2(Blanco, Kaur)
- 13.1 Administrative & Business Services:**
- 13.1.1** Approve Accounts Payable Warrants (December 2021)  
(Separate Cover Item)
- 13.1.2** Approve Entertainment, Assembly, Service, Business and Food Vendors
- 13.1.3** Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
- 13.1.4** Approve Payroll Reports (December 2021)
- 13.1.5** Approve Revolving Cash Fund Reports (December 2021)
- 13.1.6** Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers, and Equipment through Disposal Service
- 13.2 Educational Services:**
- 13.2.1** Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter ending January 15, 2022.
- 13.2.2** Approve Overnight Travel for 3 Advisors and 12 Students of West High FFA to Attend the State FFA Leadership Conference in Sacramento, Ca. on March 25-29, 2022
- 13.2.3** Approve all Tracy Unified School District School Accountability Report Cards (SARCs) for the 2020-21 school year  
(Separate Cover Item)
- 13.2.4** Approve Tracy Independent Study Charter School (SARC) School Accountability Report Card for the 2020-21 school year  
(Separate Cover Item)
- 13.3 Human Resources:**
- 13.3.1** Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2** Approve Classified, Certificated and/or Management Employment
- Action Items:**
- 14.1 Administrative & Business Services:**
- 14.1.1** Adopt Resolution No. 21-10 to Excuse Meeting Absence of Board Member  
**Action:** Abercrombie, Hoffert. **Vote:** Yes-5; No-0; Absent-2(Blanco, Kaur)
- 14.2 Educational Services:**
- 14.2.1** Adopt Revised Board Policy and Acknowledge Administrative Regulation 6173 Education for Homeless Children (First Reading)

**Action:** Abercrombie, Erskine. **Vote:** Yes-5; No-0; Absent-1(Blanco, Kaur)  
**14.2.2** Adopt Revised Board Policy and Acknowledge Administrative  
Regulation 6173.1 Education for Foster Youth (First Reading)  
**Action:** Abercrombie, Souza. **Vote:** Yes-5; No-0; Absent-1(Blanco, Kaur)

**Board Reports:**

Trustee Souza attended the City's Parks and Rec meeting a few weeks ago. The multi-gen center has been pushed up to get started sooner than later. There is \$22 million that will be dispersed out to multiple projects. Trustee Abercrombie stated that we recently celebrated Martine Luther King, Jr., birthday, who was a great role model and leader. He shared some of his quotes. "Life's most persistent and urging question is what are you doing for others, "Whatever your life's work is, do it well. A man should do his job so well that the living, the dead, and the unborn, could do it no better", and lastly, "Intelligence plus character, that is the goal of true education". Trustee Erskine gave kudos to the students and their advisors who helped with the MLK Day of Service. She should a few pictures of them in action. They worked in collaboration with TUSD who sponsored the lunch. Several district administrators and city officials also attended. Today, she participated in a virtual presentation called "Transformation in Action". This involved a group of youth with diversified backgrounds who joined together for transformation of schools. The emphasis was on a case study called "Nothing About Us, Without Us". She believes that this is a good project that we should look into in support of our youth. It showed how the East Side Union High School in San Jose leveraged student voice to drive a more equitable outcome to achieve the goals of their LCFF. It was good to see youth became active contributors as a driving force. She also stated that there is an increase for African America youth facing a higher rise than normal of depression, anxiety and suicide. It is important for students voices in transformation. Trustee Hoffert thanked all who came out and those who gave presentations. On Thursday January 27<sup>th</sup>, was International Holocaust Remembrance Day. He stated that our teachers are on a breaking point and feels that in addition to the COLA we should consider giving a bonus to teachers and support staff. He asked to have a discussion on that. Trustee Alexander thanked everyone for coming out tonight. We don't want to close down a meeting for not wearing a mask, so please wear your mask if you come to our meeting. He congratulated Dr. Stephens on his award of Professional of the Year and also congratulated Julianna Stocking. He stated that the MLK Day of Service was attended by many officials. He appreciated TUSD's participation and monetary contribution to the even. Many homeless people were served with clothes, food and other items. They had to transport the items to the park to get to them. He also thanked Audrey Harrison for putting everything together and everyone who participated.

**Superintendent  
Report:**

Dr. Stephens thanked everyone for speaking tonight. The last 4 weeks have been challenging. He congratulated West High teacher, Tom Haim, who was chosen as Educator of the Year. We are lucky to have him.

**Adjourn: 8:58**

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Clerk

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Date



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** January 21, 2022  
**SUBJECT:** Receive Report on the California Assessment of Student Performance and Progress (CAASPP)

**BACKGROUND:** The California Assessment of Student Performance and Progress (CAASPP) System was established on January 1, 2014 to replace the Standardized Testing and Reporting (STAR) Program. The CAASPP includes several components, including the State Summative Assessments, which are comprehensive, end-of-year assessments of grade-level learning which measure progress toward college and career readiness. The Summative Assessment is an online assessment administered to grades 3 through 8, and grade 11. Each test, English Language Arts/Literacy (ELA) and Mathematics, is comprised of two parts: (1) a computer adaptive test and (2) a performance task. The first operational administration of the new summative assessment was in spring 2015. This report reflects the scores from the Spring, 2021 administration.

**RATIONALE:** The report includes information on District and individual school site scores on the Summative State Assessment from previous years and the 2020-2021 school year. CAASPP was not administered in 2019-2020 due to a waiver filed by the State due to school closures caused by the COVID-19 pandemic. With this comparison data we can see where improvements have been made and where additional work is still needed. This supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** There is no cost associated with this Agenda Item

**RECOMMENDATION:** Receive Report on the California Assessment of Student Performance and Progress (CAASPP).

**Prepared by:** Tania Salinas, Director of Continuous Improvement, State and Federal Programs



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** January 27, 2022  
**SUBJECT:** Receive Report on Instructional Materials Adoptions

**BACKGROUND:** Education Code Section 60200(b)(1) and the Williams Settlement Legislation require districts to adopt instructional materials (IM) that are aligned to the State's content standards and consistent with the curriculum frameworks and the State's cycle of adoptions.

In the 2021-22 school year, the Instructional Media Center convened IM adoption committees for TK-5 Science, 6-8 Science, 9-12 Science courses, new elective courses, and established courses needing replacement materials. This report will update the Board on the progress of TK-5 Science, four 9-12 science courses, and two elective courses.

In compliance with Board Policy 6161.1, teachers have been analyzing, piloting and evaluating, textbooks using criteria set out in the California Department of Education's (CDE) Toolkits for Instructional Materials Evaluation (TIME). The teacher teams selected IM programs and the Curriculum Council is recommending these programs to the Board.

Course(s)	Publisher	Program/Title	Copyright
TK-5 Science	Houghton Mifflin Harcourt	California Science Dimensions	2020
9-12 Biology	McGraw Hill	CA Inspire Science	2020
9-12 Chemistry	Accelerate Learning	STEMscopes Chemistry	2022
9-12 Physics	Discovery	Discovery Physics	2022
9-12 Enhanced Physics	Discovery	Discovery Physics	2022
9-12 Ag Food Systems	Cengage Learning	Agriscience Fundamentals and Applications	2015
9-12 Leadership	Triumphant Heart International	Building the World's Greatest High School Student Leader	2016

**RATIONALE:** The instructional materials being recommended for adoption demonstrate the highest correlation to the following evaluation criteria used by the committees in the adoption process:

- Alignment to the standards of that content area
- Instructional methods that actively engage all students at all levels of achievement
- Specific, explicit support for students learning English
- Strong support for required shifts in teachers' instruction aligned to the Framework

This agenda item meets Strategic Goal #1: Prepare all students to be well rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** Funding for the purchase of recommended materials not to exceed \$2,800,000 will be provided by funds from Goal 1, Action 23 of the Local Control Accountability Plan reserved for the purchase of instructional materials.

**RECOMMENDATION:** Receive Report on Instructional Materials Adoptions.

**Prepared by:** Debra Schneider, Ph.D.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** January 21, 2022  
**SUBJECT:** Receive Report on the District Technology Plan Draft 2022-2027

**BACKGROUND:** The District's Technology Plan duration is for five years, from July 1, 2022 to June 30, 2027. It is aligned with Districts Goals, the District Strategic Plan, Individual School Site Plans, and continues the expansion and foresight of the current Technology Plan Vision. The TUSD Technology Plan is be used for curriculum planning, training, support, and implementation.

The plan was carefully drafted by the district Technology Committee composed of the Associate Superintendent of Educational Services, Director of ISET, Coordinator of ISET, Educational Services Directors, selected Principals and Assistant Principals of various school sites, and Professional Learning Teachers on Special Assignment. After the initial reading of the draft, this plan will be posted on our website for staff and public comment for purposes of transparency.

The technology plan details the vision of how technology supports teaching and learning goals, equity in access for students and staff, methodologies for professional development opportunities, and infrastructure refresh and upgrades to provide a safe and secure technological 1:1 learning environment.

Included in the draft plan is a budget to support innovations on new software platforms, cloud service migrations, hardware and infrastructure updates, e-rate supported network connectivity and equipment, student and staff device refresh in a phased-in approach and classroom technology upgrades.

The draft plan also includes a budget projection of incremental changes in salary and benefits brought about by the increased number of ISET Technicians to support a 1:1 environment. Laptops are placed on a 4-year life cycle end-of-life (EOL) refresh program both for students and staff while network datacenter hardware are placed on a 6-year EOL life cycle upgrade. The draft plan projects acquiring a Learning Management System, additional licenses and services for network security along with cloud migration of existing on-premise services.

**RATIONALE:** Provide updates to the Board of Education regarding technology in the District. This agenda item is a report regarding planned updates to the District's Technology Plan.

**FUNDING:** There is no cost associated with this Agenda Item.

**RECOMMENDATION:** Receive Report on the District Technology Plan Draft 2022-2027.

**Prepared by:** Julianna Stocking, Associate Superintendent of Educational Services.





## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** January 24, 2022  
**SUBJECT:** **Ratify Routine Agreements, Expenditures and Notice of Completions  
Which Meet the Criteria for Placement on the Consent Agenda**

**BACKGROUND:** To be valid or to constitute an enforceable obligation for or against the district, education code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, the value of the fee, dedication, services or other requirements being offered to or by the District and the advance notice staff has in procuring the services or materials; or the timing required to negotiate the agreement on behalf of the District. Routine requisitions less than \$5,000 are ratified on the consent calendar when the board approves the warrants list. Except when specific exceptions are detailed in board policies and procedures, requisitions greater than \$15,000 are submitted as action items for board pre-approval. Also, Special Services and advice in financial, accounting, engineering, legal or administrative matters pursuant to Government Code 63060 meet the requirements.

Routine requisitions between \$5,000 and \$15,000, and requisitions greater than \$15,000 which meet specific criteria, may be ratified on the consent calendar by board approval of a summary list, more detailed than the warrants listing. This may also include ratification of "Notice of Completion" of construction projects.

**RATIONALE:** The attached summary of these requisitions with related support documentation details financial obligations greater than \$5,000 but which meet the criteria to be ratified in this format. The summary is organized alphabetically so that the project's back-up material is identified with the same letter in the lower left-hand corner.

**FUNDING:** Per attached summary of requisitions.

**RECOMMENDATION:** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda.

**Prepared by:** Dr. Rob Pecot, Associate Superintendent for Business Services.

**BUSINESS SERVICES  
FACILITIES DEVELOPMENT DEPARTMENT  
FEBRUARY 8, 2022  
SUMMARY OF SERVICES**

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A. Vendor: Varsity Branding/BSN Sports  
Sites: Tracy Independent Study Charter School  
Item: Purchase Order  
Services: Varsity Branding will provide a collaborative design of school logos and mascots. Package to include 1 mascot with 3 word marks.  
Cost: \$7,500.00  
Project Funding: General Fund

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B. Vendor: Crown Castle  
Sites: District-wide  
Item: Order Renewal – 36 Month Term  
Services: Crown Castle provides wide area network fiber connections throughout the District.  
Cost: < \$100,000.00 annually  
Project Funding: Erate and General Fund

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C. Vendor: MBS Engineering, Inc  
Sites: Williams Middle School  
Item: Purchase Order/Contract  
Services: Preform gasline investigation work, remove and replace existinge underground gas line system.  
Cost: \$200,000 (NTE)  
Project Funding: Def. Maintenance (Fund 14)

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## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** January 18, 2021  
**SUBJECT:** Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District

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

Kimball High School:

1. Tracy Unified School District/Kimball High School: From the Kimball High School Athletic Booster Club for the amount of \$830.00 (ck. #5984). This donation will be used towards supplies needed for Kimball High School's boys soccer teams.
2. Tracy Unified School District/Kimball High School: From the Kimball High School Athletic Booster Club for the amount of \$13,280.56 (ck. #5986). This donation will benefit Kimball High School's football teams.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Tracy Hills Holding Co. for the amount of \$500.00 (ck. #3371). This donation will benefit Tracy High School's Associate Student Body.
2. Tracy Unified School District/Tracy High School: From the Tracy Breakfast Lion's Club for the amount of \$4,886.20 (ck. #1523). This donation stems from proceeds earned at the Tom Hawkins Basketball Tournament and it will benefit Tracy High School's girls basketball program.

**RATIONALE:** Acceptance is recommended in order to meet the District's strategic goals and to enhance and benefit the educational experiences of the students of the Tracy Unified School District. This agenda item meets Strategic Goal #2 – Create a quality and effective learning environment for all students.

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

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

**Prepared by:** Dr. Rob Pecot, Associate Superintendent for Business Services.



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** January 24, 2021  
**SUBJECT:** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2021/22 School Year

**BACKGROUND:** The District recognizes the importance of having parent support/booster clubs that enhance and assist in furthering the educational opportunities of students. Community support organizations (CSO's) such as Parent Teacher Clubs, Parent Teacher Associations, Athletics Boosters, Band Boosters, Advisory Groups, and any other organizations approved by the Board, promote, encourage, and support the approved academic, co-curricular, and extra curricular activities of the district. The attached document reflects the current status of active School Connected Organizations for the current year. Those groups approved by prior Board Action are indicated as *Approved*. Those being submitted for current approval are indicated as *Recommended for Approval*. Those groups that have indicated an interest in approval, but have not yet met all approval requirements, are indicated as *Pending*. In addition to the status of *Approved*, *Recommended for Approval*, and *Pending*, each organization is marked as being either *Current* or *Revoked*. *Current* means the organization has submitted a current reconciled bank statement within the past two months and all other documentation is adequate. *Revoked* means the organization has failed to submit a current reconciled bank statement within the past two months, other documentation is inadequate, or some other condition exists for which additional compliance steps are required.

**RATIONALE:** Acceptance of this item indicates endorsement by the School Board of the current status of each recognized School Connected Organization or Booster Club in order to meet the District's strategic goal: strategic goal #5 – Continuously improve fiscal, facilities and operational processes.

**FUNDING:** There are no financial obligations associated with this agenda however sites and departments of the District may incur responsibilities and costs associated with donations made through the (CSO's) fundraising endeavors.

**RECOMMENDATION:** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2021/22 School Year.

**Prepared by:** Jill Carter, Director of School Business Support Services & Purchasing.



## 2021/2022 School-Connected Organization Booster Clubs

Organization	Status	Current Reviewed Bank Statements
Bohn Parent Teacher Organization	<i>Approved</i>	<i>Current</i>
Freiler Staff Parent Association	<i>Approved</i>	<i>Current</i>
Hirsch PTO	<i>Approved</i>	<i>Current</i>
Jacobson Staff Parent Association	<i>Approved</i>	<i>Current</i>
Jaguar Theatre Booster Club	<i>Approved</i>	<i>Current</i>
G.Kelly Parent Faculty Alliance	<i>Approved</i>	<i>Current</i>
KHS Athletic Booster Club	<i>Approved</i>	<i>Current</i>
KHS Music Boosters	<i>Approved</i>	<i>Current</i>
KHS PTSA	<i>Approved</i>	<i>Current</i>
North Parent Club	<i>Approved</i>	<i>Current</i>
Poet Christian PTSA	<i>Approved</i>	<i>Current</i>
South West Park Parent Club	<i>Approved</i>	<i>Current</i>
THS Baseball Booster Club	<i>Approved</i>	<i>Current</i>
THS Bulldog Band Booster Club	<i>Approved</i>	<i>Current</i>
THS Cheer/Dance Booster Club	<i>Approved</i>	<i>Current</i>
THS Football Booster Club	<i>Approved</i>	<i>Current</i>
THS Softball Booster Club	<i>Approved</i>	<i>Current</i>
THS Volleyball Booster Club	<i>Approved</i>	<i>Current</i>
Villalovoz Parent Facility Club	<i>Approved</i>	<i>Current</i>
WHS Homefield Advantage	<i>Approved</i>	<i>Current</i>
WHS Music Boosters	<i>Approved</i>	<i>Current</i>
West High Science Boosters	<i>Approved</i>	<i>Current</i>

Revised 1/24/22



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** February 8, 2022  
**SUBJECT:** Approve Contract Services Agreement with Paxton/Patterson College & Career Ready Exploration Labs, Curriculum and Activities Learning System

**BACKGROUND:** WIN Time<sup>Plus</sup> is for all Alternative Education Students to assist with re-engagement by creating relevant activities focused on college and career options to improve behavioral engagement through social development; and emotional engagement through personal development. WIN Time<sup>Plus</sup> is available for students after school four days a week. After surveying students regarding WIN Time activities, interests in post high school career opportunities were at the top. Paxton/Patterson provides career exploration labs consisting of hands-on activities with expendables, access to the Paxton/Patterson virtual Learning Management System (LMS), teacher professional development and assistance with installation and best classroom set-up.

**RATIONALE:** This aligns with Strategic Goal #1: Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups.

**FUNDING:** The Alternative Education Site (Stein High School, Duncan Russell Community Day School, and the Tracy Young Adult Program) Licenses will be paid out of the Extended Learner Opportunity Grant and MAA funds from Stein High School and Duncan Russell Community Day School, not to exceed \$19,000 for access through February 2023.

**RECOMMENDATION:** Approve Contract Services Agreement with Paxton/Patterson College and Career Ready Exploration Labs, Curriculum and Activities Learning System through February 2023.

**Prepared by:** Mrs. Traci L Mitchell, Stein High and Duncan Russell Community Day School Principal.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Paxton/Patterson, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide college and career ready exploration labs, including access to the Paxton Content Learning Management System (12 months), installation and teacher professional development. The college and career ready exploration labs are: Computer Graphics & Game Development, Design and Marketing, Intro to Child Development, Intro to Culinary Arts and Personal Finance.

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 365 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location Stein High School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$18,970.62 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$18,970.62. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
  - c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on 3/1/2022, and shall terminate on 2/28/2023.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.



6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Julianna Stocking, at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [ ☐ ] WILL [ ☒ ] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly

employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.
11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.
13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.
14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

**AGREED:**

Roland R. Johnson, Jr. Mr.  
Contractor Signature Title

IRS Identification Number

Vice President

Title

4141 W 126th ST

Address

Alsip, IL 60803

February 1, 2022

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

**PAXTON/PATTERSON**

4141 W. 126th St., Alsip, IL 60803  
 Phone: 877-243-8763 FAX: 708-594-1907

DATE: 12/13/21  
 Quote is valid for 90 days

**TOTAL INVESTMENT SUMMARY**

George & Evelyn Stein High School  
 650 W. 10th St. Tracy, CA 95376  
 Tracy Unified School District Alt Ed

Description	Investment
College and Career Ready Lab	13,775.00
College and Career Ready Expendables	262.10
*SPECIAL* 1 yr 72-0600 Paxton Content Learning Management System (see PCLMS tab)	800.00
Estimated Sales Tax	1,333.52
Installation	1,400.00
Teacher Professional Development	1,400.00
<b>Investment Summary Total</b>	<b>\$18,970.62</b>

District Provided Windows Computers	1
District Provided Other Devices (i.e. Chromebooks)	9
District Provided iPads	0

**TERMS AND CONDITIONS**

Prices quoted include delivery charges and estimated local tax if applicable. Actual sales tax should be added to your purchase order since they sometimes vary for state, city & county tax rates.

- Please note: Installation and Teacher Professional Development are non-taxable items

Payment Terms: Net 30 days from date of invoice. Check payment should be sent to remit to address on the invoice, credit card payments will not be accepted.

Quote is valid for 90 days.

## **PAXTON/PATTERSON**

4141 W. 126th Street, Alsip, IL 60803  
(800) 631-0158

George & Evelyn Stein High School  
650 W. 10th St. Tracy, CA 95376  
Tracy Unified School District Alt Ed

### **One-Year Warranty Terms**

Valued Customer:

Thank you for purchasing a Paxton/Patterson learning system. Your purchase includes warranty protection from defects in materials and workmanship when the learning system is used under appropriate educational conditions.

Key aspects of the warranty are:

- Your warranty period starts when your lab is installed and ends one year later.
- Equipment which does not perform properly will be repaired or replaced with a new or remanufactured product. The replacement or repaired equipment remains under warranty for the balance of the original warranty period.
- If there are any integrated instructional unit guidebook pages which we modify due to an inaccuracy preventing student learning, those pages will immediately be reprinted and mailed to you.
- Please contact our learning systems technical support staff at 800.631.0158 for equipment matters.

#### **Technical Support:**

- Your lab instructor will participate in our four step professional development program, Register, Complete Online Lessons, 4 hour On-Site Support Session and Attend Regional Workshop(optional).
- Should your instructor have questions about the learning system after completing professional development, our technical support staff is available Monday – Friday 7:00am to 5:00pm central time. If needed our staff can also be available by appointment at other times to provide technical support to your instructor. Except in unusual situations, technical support can be quickly and conveniently accessed via telephone, email and use of our "desktop streaming" support technology.
- We have consistently found that when an additional instructor is assigned to a lab or a new instructor is hired to replace the instructor who had completed professional development, the new instructor definitely needs to complete professional development just as your first instructor did. New instructors need considerably more formal training to effectively use the learning system lab than our tech support staff can provide via telephone.

Exclusions to this warranty include: (a) consumable materials like paints and finishes, batteries, sanding materials and worksheets, (b) failure caused by misuse or accidents, (c) theft or "mysterious" disappearance, (d) normal wear and tear on guidebooks, textbooks, videos and other printed materials, and (e) damaged or lost computer software – CDs and diskettes. In conformity with your district's copyright law compliance policy we recommend that back-up copies be made of all computer software (CDs) exclusively for use in the learning system covered by this warranty.

Best regards,  
Nate Schuessler  
President

**PAXTON/PATTERSON (PP) LEARNING SYSTEMS CONTENT DELIVERY**

PP will provide the Paxton Content Learning Management System for 12 months with a service start date to be set after installation by PP.

During the 12 months PP will:

- Provide access to Learning System content from modern browsers.
- Provide updates to Learning System content and to the Paxton Content Learning Management System.

During the 12 months it is likely that some 3<sup>rd</sup> party providers of equipment, software, and licensed assets included in your original purchase will upgrade their products. It is impossible to predict the scope of these potential future upgrades by 3<sup>rd</sup> party sources, therefore PP has not "built in" any costs for those items in the original purchase prices.

- PP will advise you well in advance of the upgrade potentials being available, advising you of how the upgrade will enhance student learning and the costs of the upgraded equipment, software and/or licensed assets.

- Most importantly, no purchase of upgraded equipment, software or licensed assets will be required at any time during the 12 months – because the PP learning system originally purchased will be supported during the entire 12 months.

- The only time that it may be necessary to upgrade equipment, software or licensed assets is if your school chooses to upgrade to a newer operating system that is not compatible with the originally purchased 3<sup>rd</sup> party equipment, software, or licensed assets.

**PAXTON/PATTERSON**

4141 W. 126th St., Alsip, IL 60803

Phone: 877-243-8763 FAX: 708-594-1907

George &amp; Evelyn Stein High School

Investment Projection

DATE: 12/13/21

**Installation & Professional Development**

Qty	Stock No.	Description	Explanation	Price	Extension
1	64-3440	Installation for less than full labs	each classroom	1,400.00	1,400.00
1	64-3449	Professional Development, Blended	Each Teacher	1,400.00	1,400.00
Installation & Professional Development Total					2,800.00

**PAXTON/PATTERSON**

4141 W. 126th St., Alsip, IL 60803

Phone: 877-243-8763 FAX: 708-594-1907

George &amp; Evelyn Stein High School

Investment Projection

DATE: 12/13/21

**College & Career Ready Labs**







Start with these for Distance Learning






Unit Name	Qty	Stock No.	Price	Extension	Career Clusters
Computer Graphics & Game Development	1	72-3548	2,795.00	<b>2,795.00</b>	Arts/AV/Communications
Design & Marketing	1	72-5501	2,895.00	<b>2,895.00</b>	Marketing/Sales/Service
Intro to Child Development	1	72-5506	2,395.00	<b>2,395.00</b>	Human Services
Intro to Culinary Arts	1	72-5500	3,995.00	<b>3,995.00</b>	Hospitality & Tourism
Personal Finance	1	72-5503	1,695.00	<b>1,695.00</b>	Finance
Distance Learning I & II (45 hours of instruction)	1		No Charge	No Charge	
Total # Units	5		Total	<b>13,775.00</b>	

Total # Students Served 10

All College and Career Ready Units require a networked printer for general printing.

George & Evelyn Stein High School  
 650 W. 10th St. Tracy, CA 95376  
 Tracy Unified School District Alt Ed  
 DATE: 12/13/21

ICON LEGEND			
	Running Water		Whole Class
	Dirty		Software
	Supervision		Addl Requirements

QTY	Unit Name	Stock No.	Requirements						Rec. Space	Career Clusters
1	Computer Graphics & Animation	72-3548							6 ft	Arts/AV/Communications
1	Design & Marketing	72-5501							6 ft	Marketing/Sales/Service
1	Intro to Child Development	72-5506							6 ft	Human Services
1	Intro to Culinary Arts	72-5500							6 ft	Hospitality & Tourism
1	Personal Finance	72-5503							6 ft	Finance



**PAXTON/PATTERSON**

4141 W. 126th St., Alsip, IL 60803

Phone: 877-243-8763 FAX: 708-594-1907

George &amp; Evelyn Stein High School

Investment Projection

DATE: 12/13/21

# of periods 1

# of years 1

**College & Career Ready Lab Expendables**

Qty	Stock #	Description	Qty required ea. class per year	UOM	Price	Extension
<b>Computer Graphics &amp; Game Design: no expendables required</b>						
<b>Design &amp; Marketing</b>						
25	32-5062	Board, Railroad, White, 22"x28"	25	EA	1.61	40.25
16	76-0069	Board, Foam, White, 30"x40"x3/16"	16	EA	8.80	140.80
Module Total					181.05	
<b>Intro to Child Development</b>						
25	32-5062	Board, Railroad, White, 22"x28"	25	EA	1.61	40.25
3	86-0044	Face-Shield, Manikin, CPR Practice	3	PK/10	4.10	12.30
Module Total					52.55	
<b>Intro to Computer Science: no expendables required</b>						
<b>Intro to Culinary Arts</b>						
1	86-0498	Gloves, Disposable, Nitrile, Medium	1	BX/C	28.50	28.50
Module Total					28.50	
<b>Personal Finance: no expendables required</b>						
<b>College and Career Ready Expendables Total</b>						<b>262.10</b>



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** January 21, 2022  
**SUBJECT:** Approve Agreement for Contract Services between Thrive Therapeutic Services and Prevention Services Department for the 2021-2022 School Year

**BACKGROUND:** The Tracy Unified School District (TUSD) provides mental health services to all students who may be experiencing mental health challenges. With a growing number of students experiencing housing insecurity, social and emotional interventions in the school setting are crucial now more than ever. Research has shown that students experiencing extreme chaos and trauma, particularly students faced with housing instability, require a higher level of care. Thrive Therapeutic Services will serve as an itinerant counseling service for this specific student population across the district.

**RATIONALE:** Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Thrive Therapeutic services to provide school-based mental health counseling and serve as an itinerant tier 3 service across the school district, primarily focusing on students experiencing housing insecurity and in need of a higher level of care. This effort is in alignment with TUSD's LCAP Goal #1: Prepare all pupils for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered supports; Action: 36: Intervention – Foster/Homeless Support.

**FUNDING:** The total cost for Thrive Therapeutic Services will not exceed \$45,900.00. Services will be paid with TUSD LCAP funds.

**RECOMMENDATION:** Approve Agreement for Contract Services between Thrive Therapeutic Services and Prevention Services Department for the 2021-2022 School Year.

**Prepared by:** Dr. Deidre Hill-Valdivia, Coordinator of Prevention Services

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: To serve as an itinerant school-based mental health provider and provide tier 3 counseling services to high risk students, particularly homeless and foster youth, across TUSD. A monthly mental health referral log and student logs will be submitted with monthly invoices. Providers must be all licensed clinicians.

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 510 ( ) [X] HOURS [ ] DAYS, under the terms of this agreement at the following location see above.

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

- a. District shall pay \$ 90.00 per [X] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$ 45,900.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2021, and shall terminate on June 30, 2022.

5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Deidre Hill-Valdivia, at (209) 830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly

employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.
11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.
13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.
14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

#### AGREED:

\_\_\_\_\_  
Contractor Signature Title

\_\_\_\_\_  
IRS Identification Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

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

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

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** January 24, 2022  
**SUBJECT:** Approve Overnight Travel for the Tracy High School Activities Director  
And Teachers to Attend the California Association of Directors of Activities  
(CADA) Conference in Reno, NV. On March 2- March 5, 2022

**BACKGROUND:** CADA conference is a 60-year-old vehicle which is dedicated to the promotion of enthusiastic and motivational leadership concepts. Their stated goal this year is to contribute to our leadership journey by providing empowering, passionate, inspiring, and empower our activities and the culture of our school. Three employees from Tracy High will be attending this conference, Cameron Chitwood (Activities Director), Joshua Gomez-Zavala (teacher), and Jacob Cortez (teacher). They will drive personal vehicles to the conference and stay at the Grand Sierra Resort.

**RATIONALE:** The activities director and teachers will learn how to use fun leadership philosophies to teach students how to become effective leaders and build school spirit while encouraging a culture of good clean fun at the high school level. The conference also has sessions on how to work hand in hand between activities, athletics, and administration to further this cause and provides training on FCMAT compliance. This aligns with Strategic Goal#1 Prepare all students to be well rounded individuals with the knowledge and skills to pursue their college and /or career goals. Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** The costs will not exceed \$9,500.00, which includes lodging, transportation, meals, and registration. Tracy High site funds will pay all expenses incurred for this conference.

**RECOMMENDATION:** Approve Overnight Travel for the Tracy High School Activities Director And Teachers to Attend the California Association of Directors of Activities (CADA) Conference in Reno, NV. On March 2- March 5, 2022

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** January 20, 2022  
**SUBJECT:** Approve Contract Services Agreement with Edgenuity Virtual Curriculum to Provide On-line Curriculum Licenses to the Tracy Independent Study Charter School for Kindergarten – 5<sup>th</sup> grade through June 30, 2023

**BACKGROUND:** On December 19, 2019 the Board of Trustees approved a petition for the establishment of the Tracy Independent Study Charter School (TISCS). In response to AB 130 and in response to community demand, Tracy Charter School was expanded into a K-12 school in 2021. Pathblazer, through Edgenuity, was adopted at this time as an online curriculum component for K-5 students. It has been determined by the teaching staff and administration that a more robust K-5 online curriculum is needed for K-5 students at Tracy Charter School. Genius K-5, through Edgenuity, is the most comprehensive K-5 curriculum offered by Edgenuity. The courses include math, language arts, science, music and art. It is a full curriculum that can be modified by the teacher. Tracy Charter teachers are in support of adopting this curriculum through the end of 2022-2023 to better meet the needs of independent study K-5 students.

**RATIONALE:** Our Tracy Charter teachers vetted the online program and determined it would meet the needs of independent study K-5 students at our school. We have a current agreement with Edgenuity for grades 6-12, and we have found this to be a successful program. The program will allow our students greater access to standards-based instruction, and will allow our teachers to better assess student progress toward district goals. The platform provides resources to help schools meet the needs of all students, including those who are English Learners, have IEPs or 504 plans, or those who require special accommodations or modifications.

After investigating the Genius K-5 curriculum, 100% of the K-5 teachers agreed in a survey that they would like to adopt this curriculum. Edgenuity has agreed to start access to this service immediately once a contract has been approved, waiving the fee for the current school year. Teacher and staff training will also be provided. This Agreement will meet District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** Tracy Independent Study Charter School Licenses will be paid out of the Charter School funds, not to exceed \$63,090 for access through June 30, 2023.

**RECOMMENDATION:** Approve Contract Services Agreement with Edgenuity Virtual Curriculum to Provide On-line Curriculum Licenses to Tracy Independent Study Charter School for Kindergarten – 5<sup>th</sup> grade through June 30, 2023.

**Prepared by:** Dr. Zachary Boswell, Director of Curriculum and Accountability.





8860 E. Chaparral Rd  
Suite 100  
Scottsdale, AZ 85250  
877-725-4257 x1037

# Price Quote

Date 1/13/2022  
Quote No. 232930  
Acct. No. 03:tr:CA:12214869  
Total \$63,090.00  
Pricing Expires 4/13/2022

Tracy Unified School District  
1875 W Lowell Ave  
Tracy CA 95376

Payment Schedule	Contract Start	Contract End
Genius K-5 Buzz Billing details: The district will commit to a specific license quantity to start (102) and we'll debit billings against that amount. Once the initial purchase of semester licenses have been exhausted, we will invoice based on actual usage (grades k-5=\$545.00 per semester license). The semester license charge is for an 18 week use period of time within the contract dates (non-reusable). This allows flexibility for students to enroll at different times throughout the contract dates.	2/1/2022	6/30/2023

Site	Description	Comment	End Date	Qty	Amount
	Elementary Single User (Content only) - One Semester (18 week), up to 6 courses. Includes all Workbooks (non-refundable, 4 core courses) (14 day drop/add grace period)		06/30/2023	102	\$55,590.00
	Genius Integration for IS Implementation		06/30/2023	1	\$2,500.00
	IS Professional Development Essentials - Access to asynchronous training video library, Virtual School Resources, live and asynchronous options. Up to 6 ISPD Webinars OR 2 onsite days		06/30/2023	1	\$5,000.00
1. Tracy Independent Study Charter School					

Subtotal \$63,090.00  
Total \$63,090.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent.

## Tracy Unified School District

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Imagine Learning Representative

Jesse Tafolla  
Account Executive  
Cell: 530-760-7043  
EMAIL: [jesse.tafolla@imaginelearning.com](mailto:jesse.tafolla@imaginelearning.com)

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to [AR@imaginelearning.com](mailto:AR@imaginelearning.com) or fax to 480-423-0213.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** January 26, 2022  
**SUBJECT:** **Approve Air Tutors to Provide Tutoring Services for Students at John C. Kimball High School for Remainder of the 2021-22 School Year**

**BACKGROUND:** Air Tutors is an online tutoring platform that has been in business for five years. Tracy Independent Charter School will also be using them. Air Tutors has partnered with many other school districts since the pandemic began to help address learning loss.

**RATIONALE:** The purpose of the request is to establish a partnership between Air Tutors and John C. Kimball High School for the remainder of the 2021-22 school year in order to provide intervention services to students who are failing core classes with D's and F's. Air Tutors will allow students to receive online tutoring after school between the hours of 4:00 and 10:00 p.m. in groups of no more than five students in any language. The goal of the partnership is to provide assistance to students who have fallen behind in their studies due to learning gaps created during instructional shifts throughout the COVID pandemic.

**FUNDING:** The cost of \$85,000 for this program will be funded by ELOG funds provided to Tracy Unified School District for the purpose of implementing the initiative Charter Intervention.

**RECOMMENDATION:** Approve Air Tutors to Provide Tutoring Services for Students At John C. Kimball High School for Remainder of the 2021-2022 School Year.

**Prepared by:** Mr. Ben Keller, Kimball High School Principal.



**AirTutors**

**AIR TUTORS  
CONTRACT FOR SERVICES AGREEMENT**

This Air Tutors Contract for Services Agreement (the "Agreement") made this December 2021 ("Effective Date"), by and between Air Tutors, LLC ("Air Tutors"), John C. Kimball High School (the "School"), (collectively "the Parties").

**(1) Statement of Services**

**(a) Scope of Agreement.**

This Agreement contains the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior agreements, proposals, negotiations, letters of intent, or other correspondence, whether written or oral, relating to the provision of Air Tutors' services.

**(b) Scope of Work.**

**i) Accelerated Learning Outcomes**

Subject to the following terms and conditions, Air Tutors shall provide scheduled and on-demand tutoring services to students of the School (the "Services").

Air Tutors will create small online learning communities throughout the School that are designed to reinforce current classroom topics through highly innovative small group acceleration programs. Regardless of what school a student is enrolled in, Air Tutors will provide students with a dedicated educator focused on advancing their personal skill sets. Groups will be meticulously tailored by placing students located School-wide together based on proficiencies, personalities, and needs. As much as possible, students will be grouped together based on their enrolled school site, teacher, and academic subject for curriculum alignment.

The School will choose which school sites and academic subjects to focus on, and Air Tutors will provide special attention to English Learning students. Reclassified Fluent English Proficient and English Learning students will be grouped together with educators that can speak their native language and that have academic expertise in the subject area of focus. Students with special needs and learning differences will be placed with educators that have a track record of boosting outcomes with their unique needs.

Teachers, Counselors, and site administrators will help increase awareness about the Air Tutors program to students and parents while also specifically recommending those that would benefit most. Air Tutors will bolster their efforts through parent and student outreach with engagement occurring in each student's native language. Air Tutors will get to know each student's unique needs, create groupings, and provide wrap-around support for parents, teachers, and administrators. Text messages, emails, and

phone calls will increase student participation, and session reminders will encourage students to submit assignments to their tutors before their session starts.

Air Tutors staff will provide the Services for the School's entire course catalogue in, but not limited to, the following areas of study: Elementary school math, elementary school reading and fluency, executive functioning, Middle School Core Courses, Pre-Algebra, Algebra 1, Geometry, Algebra 2, Algebra 2 Honors, Financial Algebra, Pre-Calculus, AP Calculus AB, AP Calculus BC, Trigonometry, Probability and Statistics, AP Statistics, Astrophysics, Biology, AP Biology, Chemistry Honors, Chemistry, AP Chemistry, Earth and Space Science, Earth Science Honors, AP Environmental Science, Marine Science, Physics, Honors Physics, AP Physics C, Physiology, AP European History, Economics, AP Government, AP Economics, Human Geography, AP Human Geography, Introduction to Law, American Foreign Policy, Modern World History, Honors Modern World History, Introduction to Psychology, AP Psychology, U.S. History Honors, U.S. History, AP U.S. History, Music Theory, AP Music Theory, Creative Writing, English K-12, Honors English 9-11, AP English Literature, Chinese (Mandarin) 1-4, AP Chinese Language & Culture, French 1-4, AP French, Latin 1-4, Spanish 1-4, Honors Spanish Speakers, AP Spanish Literature, SAT English, SAT Math, ACT English, ACT Math.

The School is responsible for providing a list of students, the subject(s) they require tutoring in, as well as the necessary contact information when available for Air Tutors.

In addition to one-on-one tutoring, Air Tutors will provide Services to small groups of students (with no student group exceeding 5 students) when feasible per the students' and Air Tutors's time restraints. If the Services are to be rendered during the school day, to the extent to which it is possible, the School will exercise its reasonable abilities in providing as many days and timeframes for the Services for Air Tutors staffing needs as possible. If twenty (20) or more tutors are required at the same exact day and time for the Services, the School will provide Air Tutors the available days and times for the Services in a mutually beneficial timeline.

Air Tutors will align with the School's curriculum, schedule, and, as much as possible, English Learning students will be matched with tutors that speak the students' native languages.

Air Tutors will provide one (1) tutor to provide the Services per tutoring session.

(c) Staff Responsibility.

Air Tutors shall assume sole responsibility for the supervision and qualification of its staff.

(d) Staff Replacement.

If the School requests replacement of a tutor, Air Tutors will assign a new tutor to the student or small group assignment with a tutor of substantially equivalent qualifications.

(2) Payment/Consideration

(a) Budget.

i) Accelerated Learning Outcomes

The Services performed by Air Tutors shall be billed in accordance with the unit cost below.

- 1 hour of Services = \$100.00

The total budget for Services rendered pursuant to this contract is not to exceed \$85,000.00.

If this agreement is terminated by either party, the School shall pay for the value of all services rendered up through the date of termination.

(b) Billable time and Pricing.

i) Accelerated Learning Outcomes

The School agrees to pay for the Services on a biweekly basis as the Services are rendered. Purchase order total will be deducted from the biweekly payments and tracked throughout the program.

(c) Invoices.

Invoices will be generated and submitted by Air Tutors in accordance with the aforementioned timelines.

(3) Proprietary Rights

(a) Air Tutors Property.

Any ideas, concepts, know-how, techniques, sequence, or organization relating to data processing developed during the course of this Agreement by Air Tutors, or jointly by Air Tutors and the School, shall be the exclusive property of Air Tutors.

(b) Competitive Software.

Except as aforesaid, nothing in this Agreement shall be construed so as to preclude Air Tutors from developing, using, or marketing programs or other materials that may be similar and/or competitive with that prepared for the School hereunder, irrespective of whether such programs are similar or related to the programs developed under this Agreement.

(4) Warranty of Performance

(a) Standard of Performance.

Air Tutors shall exercise its reasonable efforts to provide tutors at the times and with the subject matter expertise sought by the School on an "on-demand" basis. In the event that a tutor is not available at the time or with the particular subject matter expertise desired, Air Tutors will provide such a tutor as soon as one becomes available.

(b) Disclaimer of Implied Warranties.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(5) Termination

(a) Termination Rights.

Either party may terminate this Agreement upon not less than 30 business days prior written notice. Termination of this Agreement shall constitute termination of all scheduled Service Hours.

(b) Scheduled Termination.

This Agreement shall expire and self-terminate on June 30th, 2022. No renewal of this contract shall be given effect absent the written consent of Air Tutors' CEO, Hasan Ali, and School representative Maureen Riley.

(6) Independent Contractors

In the performance of this Agreement, Air Tutors, together with its staff, is acting as an independent contractor and not as an employee or agent of the School.

(7) Liability

(a) Limitation of Liability.

IN NO EVENT WILL AIR TUTORS BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR LOST PROFITS, LOST SAVINGS, OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE School'S USE OR INABILITY TO USE THE SERVICES RENDERED HEREUNDER, EVEN IF AIR TUTORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Time Limitation.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED, EXCEPT THAT AN ACTION FOR NON-PAYMENT MAY BE BROUGHT WITHIN TWO (2) YEARS OF THE DATE OF LAST PAYMENT.

(8) General Provisions

(a) Discrimination.

Air Tutors will not knowingly discriminate against any employees or applicants for employment in connection with the Services because of race, creed, color, natural origin, sex, or age.

(b) Exclusive Remedies.

Customer's remedies in this Agreement are exclusive.

(c) Entire Agreement/Assignment.

This Agreement: (i) is the complete and exclusive statement of the agreement between the parties which supersedes all proposal oral or written and all other communications between the parties relating to the subject of this Agreement; and (ii) may not be assigned, sublicensed, or otherwise transferred by Customer without the prior written consent of Air Tutors, but its terms and conditions shall extend to and bind any permitted successor or assign.

(d) Governing Law.

This Agreement shall be governed by the laws of the State of California.

(e) Severability.

The failure by either party at any time to require performance of the other party of any provision of this Agreement shall in no way affect the right of such party thereafter to enforce the same provision, nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself. Should any portion of this agreement be found to be unenforceable, the remainder of the Agreement shall remain in force and interpreted as omitting the portion deemed unenforceable.

(g) Titles.

The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

**AIR TUTORS, LLC**

DATED 12/09/2021

  
By: Hasan Ali, CEO

**JOHN C. KIMBALL HIGH SCHOOL**

DATED \_\_\_\_\_

\_\_\_\_\_  
By: Maureen Riley, Assistant Principal



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** January 26, 2022  
**SUBJECT:** Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to Provide Intervention Services to Students at Kimball High School for the 2021-2022 School Year

**BACKGROUND:** Sow A Seed Community Foundation has been providing intervention services for young men and women in the community of Tracy for several years focused on student social and academic success. Students witness the struggles their families face, both economic and personal. Given the current social and economic needs of students due to the pandemic, Sow A Seed Counseling Services will provide an effective intervention for Kimball High School students.

**RATIONALE:** Sow A Seed Community Foundation provides mentors who are positive role models and who can guide young people to envision a brighter future for themselves by the choices they make today. This year, Sow A Seed Community Foundation can fill a void by offering mentors and youth groups that can meet the needs of our school community. This Agenda request supports District Strategic Goal #3 Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The total cost for the 2021/2022 school year is \$9,043. The fees will be paid from District ELOG Funds

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to Provide Intervention Services to Students at Kimball High School for the 2021-2022 School Year.

**Prepared by:** Mr. Ben Keller, Kimball High School Principal.



# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Sow A Seed Foundation, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide mentoring groups and intervention services for the 2021/2022 school year at Kimball High School

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 15 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location Kimball High School.

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

- a. District shall pay \$ 9,043 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$ 9,043. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ \_\_\_\_\_ for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 2/10/2022, and shall terminate on 05/27/2022.

5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Ben Keller, at ( ) 209-832-6600 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

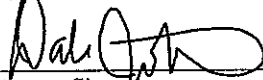
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly

employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.
11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.
13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.
14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

**AGREED:**

  
\_\_\_\_\_  
Contractor Signature Title  
11-3821058  
\_\_\_\_\_  
IRS Identification Number  
Interim Executive Director  
\_\_\_\_\_  
Title  
42 W. 8th Street, Tracy, CA 95376  
\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Date

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

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

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

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

Project Budget Form					
Project Name:		Boys Council & Girl Circle - Kimball High			
Agency:		Sow A Seed Community Foundation		students served	cost per session
Project Duration: January 5, 2012 - May 18, 2012		3 cohorts (6 week sessions) x 2 groups = 36 sessions		Total Budget:	\$9,043
				60	\$251.21
<b>Personnel</b>					
Position	Allocation or Hr	Base Salary	Total Cost		
Facilitator	81	\$2,025	\$2,025		
Facilitator	81	\$2,025	\$2,025		
		\$0	\$0		
Subtotal Personnel		162	\$4,050	\$4,050	
<b>Benefits</b>					
Item	Rate	Cost for all Positions	Total Cost		
FICA	0.0765	\$4,050	\$309.83		
other Employer Taxes	0.041	\$4,050	\$166.05		
Workers Comp..	0.01	\$4,050	\$40.50		
Health	3.75	162	\$607.50		
Subtotal Benefits			\$1,123.88		
<b>Supplies</b>					
Item	Number needed	Cost	Total Cost		
Food/ Snack/ incentive	360	1	\$360.00		
Printing/ lesson material	60	16	\$960.00		
Program supplies	60	1.25	\$75.00		
Subtotal Supplies			\$1,320.00		
<b>Equipment</b>					
Item	Rate	Cost	Total Cost		
hotspot	2	50	\$100.00		
Zoom fee	0	250	\$0.00		
Subtotal Equipment			\$100.00		
<b>Contracted Services</b>					
Service or Expertise	Hourly Rate	Cost	Total Cost		
Subtotal Contracted Services					
<b>Other Costs</b>					
Item	Number needed	Cost	Total Cost		
Certificate ceremony supplies	6	125	\$750.00		
Mileage	2	50	\$100.00		
Telephone/ Internet	2	60	\$120.00		
Training/ pre program prep	2	150	\$300.00		
Subtotal Direct Costs			\$1,270.00		
Subtotal (sum all costs above)			\$7,863.88		
Indirect Cost - 15%			\$1,179.58		
<b>Total Project Cost</b>			<b>\$9,043</b>		

Total # of group meetings: 2 facilitator x 18 meetings/wks = 36 meetings/wks  
20 units (10 students x 2 groups) x 18 meetings = 360 units  
Total # of students: 2 facilitator x 10 students x 3 sessions = 60 students

## **Kimball High School Circle Groups**

### **Scope of Work**

#### ***Program Focus***

Boys Council and Girl Circle (Circle Groups) promote healthy bonding and emotional wellbeing, which leads to improved decision making and behaviors. Students are motivated by respectful interactions with a caring adult, genuine interest, relevant topics, consistency, and diverse and experiential activities to learn to self-monitor and self-correct behavior. When students emotional stress is lowered, and self-awareness and sense of connection increase, resulting in behavioral improvement, attendance improvement, and better grades. Most importantly, students enrolled in circle group learn life skills, build self-esteem and develop perseverance needed to succeed.

#### ***Proposal***

Circle Groups are an evidence-based intervention for students who shows warning signs of disengagement with school and who are at risk of dropping out. Students are referred when they show warning signs of disengaging from school, such as poor attendance, behavioral issues, and/or low grades. When enrolled in a circle group, Sow A Seed Community Foundation (SAS) Student Advocate checks-in with students through one-on-one and small group sessions and makes regular contact with parents. SAS Student Advocate works together with the students, parents and school staff to provide personalized interventions and resources that will support the student's social, emotional and academic success.

Each Circle Group cohort will meet once a week for one hour for 6-weeks. SAS will facilitate three cohorts for Boys Council, and three cohorts for Girl Circle during the period of January 5<sup>th</sup>, 2022 through May 18<sup>th</sup>, 2022.

Each cohort will enroll up to 10 students allowing SAS to provide services for 60 students through this program.

#### ***Role of program staff (2 Student Advocate/ Facilitator)***

The SAS Student Advocate will be the school liaison and the primary point of contact working inside the school to integrate student services. The SAS Student Advocate will work with staff on campus to identify support for students who are: experiencing social, emotional, or behavioral concerns; habitually truant; at risk of dropping out, and or experimenting with drugs. The SAS Student Advocate will connect students and families with community programs, social service agencies, health care providers, community partners, mentors, and resources that address need that are both academic and non-academic in nature. SAS Student Advocate also serves as the circle group facilitator. As a facilitator they coordinate and facilitate our evidence-based and signature gender responsive CBT programs:

- **Girls Circle-** A structured support group for girls from ages 10-18 years, integrates relational theory, resiliency practices, and skills training in a specific format designed to increase positive connection, personal and collective strengths, and competence in girls. It aims to counteract social and interpersonal forces that impede girls' growth and development by promoting an emotionally safe setting and structure within which girls can develop caring relationships and use authentic voices.
- **Boys Council** -A strengths-based group approach to promote boys' and young men's safe and healthy passage through pre-teen and adolescent years. The Council meets a core developmental need in boys for strong, positive relationships. In this structured environment, boys and young men gain the vital opportunity to address masculine definitions and behaviors and build their capacities to find their innate value and create good lives - individually and collectively. Each module within the program is targeted at the different social and emotional needs boys face on the journey to become young men. The Council is also an opportunity for boys to develop positive relationships with mentors in a safe and caring environment.

***Proposed Results***

The integration of coordinator services provides students with the tools and resources that they need to be successful in school and in the community. The objective is to emphasize effective communication and stress management in problem solving and conflict management, leading to increased leadership skills such as assertiveness, building and strengthening relationships, and overall self-awareness of student's choices, thus improving school attendance and feeling of connectedness.

***Evaluations and Outcomes***

The program would be monitored for both for qualitative and quantitative achievements. The evaluation of key areas of concern will include: academic improvement and or achievement, attendance, and connection to necessary resources. Additional evaluations will review attainment in key developmental assets including: ability to appropriately communicate with adults and figures of authority, basic social skills, decision making skills, constructive use of leisure time, educational or career awareness and readiness.

***Our Staff Includes:***

- ❖ Certified Facilitators Trained in Multiple Evidence-Based Programs
- ❖ Experienced Youth Development Professionals
- ❖ Licensed and Trainee Therapist

***Contact Us***

Sow A Seed Community Foundation  
42 W. 8<sup>th</sup> Street, Tracy, CA  
Phone: 209-229-4559  
Email: [info@sowaseedcf.org](mailto:info@sowaseedcf.org)



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** January 26, 2022  
**SUBJECT:** Approve Overnight Travel for Kimball High School (KHS) HOSA: Future Health Professionals Student Members and Advisors to Participate in the California State Leadership Conference in Long Beach, California, March 23-26, 2022

**BACKGROUND:** The Kimball High School (KHS) HOSA: Future Health Professionals members would like to attend the California State Leadership Conference March 23-26<sup>th</sup> 2022. The KHS HOSA members will have the opportunity to compete in academic and skill oriented activities, submit members for special recognition, attend informational workshops, meet health industry and government leaders, and become a part of the larger state HOSA team. The members will be staying at the Renaissance Long Beach Hotel in Long Beach California. Transportation will be provided by school or charter bus, school vans or the advisor's private vehicle, and public air transportation. Approximately 11 students will be participating, with supervision provided by the advisor Griffin Alexander and Assistant Principal Maureen Riley, and the Cal-HOSA event staff.

**RATIONALE:** KHS HOSA participated this year in activities to learn subject matter pertaining to health occupations including elective courses such as Medical Terminology. Additionally, all members attending this conference have earned this opportunity by their active involvement in the local chapter, regional, and state events. One of the main goals of this event is to train our members to be leaders at the chapter, state, national and international level. This aligns with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

**FUNDING:** The cost per member is estimated at \$418. The cost includes \$105 for registration, \$280 for housing (three nights in the hotel) and approximately \$80 for transportation. These expenses will be covered by a combination of LCAP CTE funds, ASB funds, and personal student funding for members electing to participate in this event. The estimated total cost will not exceed \$15,000.

**RECOMMENDATION:** Approve Overnight Travel for Kimball High School (KHS)  
HOSA: Future Health Professionals Members and Advisors to Participate in the California  
State Leadership Conference in Long Beach, California, March 23-26<sup>th</sup>, 2022.

**PREPARED BY:** Benjamin Keller, Principal, Kimball High School.





## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** January 26, 2022  
**SUBJECT:** Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment

**BACKGROUND:**

**MANAGEMENT/CLASSIFIED  
CONFIDENTIAL RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
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**BACKGROUND:**

**CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
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Baptista, Michelle 6 <sup>th</sup> grade	WMS	11/26/2021	Accepted Assistant Principal position
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Tailes, Armando English	WHSC	1/30/2022	Personal
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**BACKGROUND:**

**CERTIFICATED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
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**BACKGROUND:****MANAGEMENT/CLASSIFIED  
CONFIDENTIAL RETIREMENTS**NAME/TITLESITEEFFECTIVE  
DATE**BACKGROUND:**NAME/TITLESITE**CLASSIFIED RETIREMENTS**EFFECTIVE  
DATEREASON**BACKGROUND:**NAME/TITLESITEEFFECTIVE  
DATEREASONAlmando, Allen  
Utility Person II

MOT

1/31/2022

Personal

Ambs, Hayley  
H.S. Library Tech

KHS

2/7/2022

Personal

Cabico, Kellie  
K-8 Library Tech

CES

1/26/2022

Accepted Teaching  
Position at CentralEstrada, Enrique  
Utility Person III

MOT

1/22/2022

Personl

Hensley, Nancy  
H.S. Library Tech

KHS

1/17/2022

Accepted a Media  
Service Specialist  
Position at IMCHsu, Cathy  
IEP Para

FES

1/13/2022

Accepted IEP Para  
Position at SteinTraina, Alyssa  
Clerk Typist I

KES

1/17/2022

Accepted a Clerk  
Typist I Position at  
THS

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

**Prepared by:** Tammy Jalique, Associate Superintendent of Human Resources



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** January 26, 2022  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

**BACKGROUND:**

Baptista, Michelle

**MANAGEMENT/CLASSIFIED  
CONFIDENTIAL**

Bohn and McKinley  
Assistant Principal  
LME, Class 51, Step B  
\$66,159.00  
Fund: General

**BACKGROUND:**

Cabico, Kellie

**CERTIFICATED**

Central Elementary  
1<sup>st</sup> Grade (Replacement)  
"A" Class I, Step 1,  
\$23,133.00  
Fund: General

**BACKGROUND:**

**MANAGEMENT/CLASSIFIED**  
**CONFIDENTIAL**

**BACKGROUND:**

**CLASSIFIED**

Hensley, Nancy

Media Services Specialist  
IMC  
8 hours per day  
Range 31, Step E - \$23.18 per hour  
Fund: State Lottery

Hsu, Cathy

IEP Para Educator I  
Stein  
6.25 hours per day  
Range 24, Step E - \$19.61 per hour  
Fund: Special Education

Traina, Alyssa

Clerk Typist I  
Tracy High School  
8 hours per day  
Range 23, Step C - \$16.70 per hour  
Fund: ELO Grant

**BACKGROUND:**

**COACHES**

**RECOMMENDATION:** Approve Classified, Certificated and/or Management Employment

**Prepared by:** Tammy Jalique, Associate Superintendent of Human Resources



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** January 25, 2022  
**SUBJECT:** Approve Three Year Agreement with ArbiterSports, LLC.

**BACKGROUND:** Per the guidance of the District insurance providers, for consistency purposes, the District is mandating our three High Schools utilize the same online sports registration platform. ArbiterSports, LLC offers FamilyID online registration, and mobile app for Coaches and Athletic Directors.

**RATIONALE:** FamilyID is currently used at Tracy High School and has been proven to be a very effective registration tool. The software is designed to ensure students provide the required emergency and safety documents and to track and maintain athletic eligibility. The mobile application also provides access to emergency information on the field, the ability to track attendance and send notifications to parents in real time.

**FUNDING:** Total contractual amount is \$46,990.00, broken down over a three-year period. Not to exceed \$16,000 per fiscal year.

**RECOMMENDATION:** Approve Three Year Agreement with ArbiterSports, LLC.

**Prepared by:** Rob Pecot, Associate Superintendent of Business Services.



ArbiterSports, LLC  
9815 S. Monroe St.  
Suite 204  
Sandy, UT 84070  
Phone: (801) 576-2799

Remit-To Address:  
ArbiterSports, LLC  
Suite 204  
Sandy, UT 84070

### ArbiterRegistration Subscription Order Form

Ship To:	Rob Pecot
Title:	Associate Superintendent of Business Services
Customer:	Tracy Unified School District
Ship to Address:	1875 W. Lowell Avenue Tracy, CA 95376
Email:	rpecot@tusd.net
Phone:	209-830-3200

AS Account Rep:	Cynthia Colalillo
Email:	cynthia.colalillo@arbitersports.com
Submitted Date:	1/24/2022
Valid Until Date:	2/23/2022

Invoice To:	Rob Pecot
Title:	Associate Superintendent of Business Services
Customer:	Tracy Unified School District
Billing Address:	1875 W. Lowell Avenue Tracy, CA 95376
Email:	rpecot@tusd.net
Phone:	209-830-3200

Term State Date:	2/1/2022
Term End Date:	1/31/2025
Term (Months):	36
Payment Terms:	Net 30 Days
Billing Schedule:	Multi-year - See Special Instructions

#### Subscription Services (Year 1): 2/1/2022 - 1/31/2023

Description	Qty	Annual Unit Price	Notes	Year 1 Fees
Implementation/Set-Up	1	\$1,250.00		\$1,250.00
Annual Subscription Fee (3 High Schools)	1	\$15,000.00	\$250 Credit (Tracy High School Pro-Rate)	\$14,750.00
Year 1 Total				\$16,000.00

#### Subscription Services (Year 2): 2/1/2023 - 1/31/2024

Description	Qty	Annual Unit Price	Notes	Year 2 Fees
Annual Refresher Training	1	\$495.00		\$495.00
Annual Subscription Fee (3 High Schools)	1	\$15,000.00		\$15,000.00
Year 2 Total				\$ 15,495.00

#### Subscription Services (Year 3): 2/1/2024 - 1/31/2025

Description	Qty	Annual Unit Price	Notes	Year 3 Fees
Annual Refresher Training	1	\$495.00		\$495.00
Annual Subscription Fee (3 High Schools)	1	\$15,000.00		\$15,000.00
Year 3 Total				\$ 15,495.00
Grand Total (does not include applicable taxes):				\$ 46,990.00

**Special Instructions**

This is a Multi-Year License and will be invoiced as follows:

Year 1: \$16,000.00 (plus any applicable taxes) will be invoiced on License Start Date of 2/1/2022 with Payment Terms of Net 30 Days

Year 2: \$15,495.00 (plus any applicable taxes) will be invoiced on License Start Date of 2/1/2023 with Payment Terms of Net 30 Days

Year 3: \$15,495.00 (plus any applicable taxes) will be invoiced on License Start Date of 2/1/2024 with Payment Terms of Net 30 Days

Note: This revised Order Form replaces all prior signed Order Forms, which will be deemed void upon signature of this document.

**Standard Conditions:**

1. This Subscription Order Form is governed by 1.) ArbiterSports' standard "Terms and Conditions" found at <https://www.arbiterpay.com/resources> and 2.) ArbiterRegistration/FamilyID's standard "Terms of Service" found at <https://hello.familyid.com/terms-of-service>. As used in this Subscription Order Form, Terms and Conditions and Terms of Service refer to ArbiterSports' standard Terms and Conditions and Terms of Service.
2. Capitalized terms used and not defined in this Subscription Order Form shall have the meanings set forth in the Term & Conditions.
3. All references to monetary values shall mean United States dollars and do not include any taxes that may apply.
4. The Terms and Conditions and Terms of Service, together with this Subscription Order Form represent the entire agreement between the parties and cannot be overridden by terms contained in any later received document unless the additional terms are accepted in writing by both parties.
5. In the event of any conflict or inconsistency between the Special Instructions of this Subscription Order Form and any other provision in this Subscription Order Form, the Special Instructions shall govern and control.

**Customer to Complete:**

Is a Purchase Order required for ArbiterSports to receive payment for the Services in this Subscription Order Form?

Please fill in YES or NO here:

**Acknowledgment and Acceptance of Terms**

By signing this Subscription Order Form, the individual signing on behalf of Customer is committing and confirming that they are authorized by Customer to execute this Subscription Order Form and to purchase the Service listed above.

<b>Accepted By (Legal Entity):</b>	<b>Accepted By (Legal Entity):</b> ArbiterSports, LLC
<b>Signature:</b>	<b>Signature:</b>
<b>Print Name:</b>	<b>Print Name:</b> John Hopkins
<b>Title:</b>	<b>Title:</b> Chief Financial Officer (CFO)
<b>Date:</b>	<b>Date:</b> 1/24/2022



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** January 11, 2022  
**SUBJECT:** **Adopt Revised Board Policy and Administrative Regulation 6173  
Education for Homeless Children (Second Reading)**

**BACKGROUND:** Current board policy and administrative regulation dated 2017 does not meet requirements for the Homeless Education Implementation page in the Spring Release of CARS that will be launched in May 2022.

**RATIONALE:** The Tracy Unified School District (TUSD) needs to adopt revised board policy and administrative regulation to reflect updated requirements. Included in the board agenda is the revised board policy and administrative regulation with outdated language crossed out.

**FUNDING:** There is no cost.

**RECOMMENDATION:** Adopt Revised Board Policy and Administrative Regulation 6173 Education for Homeless Children. (Second Reading).

**Prepared by:** Dr. Deidre Hill-Valdivia, Coordinator of Prevention Services



## EDUCATION FOR HOMELESS CHILDREN

The Governing Board desires to ensure that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for these students to meet the same challenging academic standards as other students.

(cf. 6011 - Academic Standards)

The Superintendent or designee shall remove any barriers to the identification and enrollment of homeless students and to the retention of homeless students due to absences or outstanding fees or fines. (42 USC 11432)

(cf. 3250 - Transportation Fees)

(cf. 3260 - Fees and Charges)

(cf. 5113.1 - Chronic Absence and Truancy)

When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060)

(cf. 0460 - Local Control and Accountability Plan)

The Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The district liaison shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students to succeed in school.

In order to identify district students who are homeless, the Superintendent or designee may give a housing questionnaire to all parents/guardians during school registration, make referral forms readily available, include the district liaison's contact information on the district and school web sites, provide materials in a language easily understood by families and students, provide school staff with professional development on the definition and signs of homelessness, and contact appropriate local agencies to coordinate referrals for homeless children and youth and unaccompanied youth.

(cf. 1113 - District and School Web Sites)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Revised 01/10/2022

Board Revised, 09.26.17

Tracy Unified School District Adopted 06.25.13

Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act and shall not be deemed to be directory information as defined in 20 USC 1232g. (42 USC 11432)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

Each homeless student shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (42 USC 11432)

~~Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, the Superintendent or designee may separate homeless students on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet the unique needs of homeless students. (42 USC 11432, 11433)~~

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6159 - Individualized Education Program)

(cf. 6164.2 - Guidance/Counseling Services)

Legal Reference:

#### EDUCATION CODE

39807.5 Payment of transportation costs by parents

48850 Educational rights of homeless and foster youth

48852.5 Notice of educational rights of homeless students

48852.7 Enrollment of homeless students

48915.5 Recommended expulsion, homeless student with disabilities

48918.1 Notice of recommended expulsion

51225.1-51225.3 Graduation requirements

52052 Accountability; numerically significant student subgroups

52060-52077 Local control and accountability plan

Revised 01/10/2022

Board Revised, 09.26.17

Tracy Unified School District Adopted 06.25.13

CODE OF REGULATIONS, TITLE 5  
4600-4670 Uniform complaint procedures

UNITED STATES CODE, TITLE 20  
1087vv Free Application for Federal Student Aid; definitions  
1232g Family Educational Rights and Privacy Act  
6311 Title I state plan; state and local educational agency report cards

UNITED STATES CODE, TITLE 42  
11431-11435 McKinney-Vento Homeless Assistance Act  
12705 Cranston-Gonzalez National Affordable Housing Act; state and local strategies

Management Resources:

CALIFORNIA CHILD WELFARE COUNCIL PUBLICATIONS

Partial Credit Model Policy and Practice Recommendations

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Homeless Education Dispute Resolution Process, January 30, 2007

NATIONAL CENTER FOR HOMELESS EDUCATION PUBLICATIONS

Homeless Liaison Toolkit, 2013

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Dear Colleague Letter, July 27, 2016

Education for Homeless Children and Youths Program, Non-Regulatory Guidance, July 2016 WEB  
SITES

California Child Welfare Council: <http://www.chhs.ca.gov/Pages/CACChildWelfareCouncil.aspx>

California Department of Education, Homeless Children and Youth Education:

<http://www.cde.ca.gov/sp/hs/cy>

National Center for Homeless Education at SERVE: <http://www.serve.org/nche>

National Law Center on Homelessness and Poverty: <http://www.nlchp.org>

U.S. Department of Education: <http://www.ed.gov/programs/homeless/index.html>

Revised 01/10/2022

Board Revised, 09.26.17

Tracy Unified School District Adopted 06.25.13

~~The Superintendent or designee shall coordinate with other agencies and entities to ensure that homeless children and youth are promptly identified, ensure that homeless students have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to homeless children and youth, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the district and with other involved local educational agencies, services for homeless students and services for students with disabilities. (42 USC 11432)~~

~~District liaisons and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students and to provide training on the definitions of terms related to homelessness. (42 USC 11432)~~

~~At least annually, the Superintendent or designee shall report to the Board on outcomes for homeless students, which may include, but are not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to better support the education of homeless students.~~

#### **Legal Reference:**

##### **EDUCATION CODE**

~~2558.2 Use of revenue limits to determine average daily attendance of homeless children~~

~~39807.5 Payment of transportation costs by parents~~

~~48850 Educational rights of homeless and foster youth~~

~~48852.5 Notice of educational rights of homeless students~~

~~48852.7 Enrollment of homeless students~~

~~48915.5 Recommended expulsion, homeless student with disabilities~~

~~48918.1 Notice of recommended expulsion~~

~~51225.1 51225.3 Graduation requirements~~

~~52060 52077 Local control and accountability plan~~

##### **CODE OF REGULATIONS, TITLE 5**

~~4600 4687 Uniform complaint procedures~~

##### **UNITED STATES CODE, TITLE 20**

~~1087vv Free Application for Federal Student Aid; definitions~~

Revised 01/10/2022

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Tracy Unified School District Adopted 06.25.13

~~1232g Family Educational Rights and Privacy Act~~  
~~6311 Title I state plan; state and local educational agency report cards~~

~~UNITED STATES CODE, TITLE 42~~

~~11431 11435 McKinney-Vento Homeless Assistance Act~~

~~12705 Cranston-Gonzalez National Affordable Housing Act; state and local strategies~~

**Management Resources:**

~~U.S. DEPARTMENT OF EDUCATION GUIDANCE CALIFORNIA~~

~~CHILD WELFARE COUNCIL PUBLICATIONS Partia~~

~~I Credit Model Policy and Practice Recommendations CALIFORNIA~~

~~DEPARTMENT OF EDUCATION PUBLICATIONS Homeless~~

~~Education Dispute Resolution Process, January 30, 2007~~

~~NATIONAL CENTER FOR HOMELESS EDUCATION PUBLICATIONS~~

~~Homeless Liaison Toolkit, 2013~~

**WEB SITES**

~~California Child Welfare Council: <http://www.chhs.ca.gov/Pages/CAChildWelfareCouncil.aspx>~~

~~California Department of Education, Homeless Children and Youth Education:~~

~~<http://www.cde.ca.gov/sp/hs/cy>~~

~~National Center for Homeless Education at SERVE: <http://www.serve.org/nche>~~

~~National Law Center on Homelessness and Poverty: <http://www.nlchp.org>~~

~~U.S. Department of Education: <http://www.ed.gov/programs/homeless/index.html>~~

~~TUSD Adopted: 6/25/2013; revised 9/xx/2017~~

Revised 01/10/2022

Board Revised, 09.26.17

Tracy Unified School District Adopted 06.25.13



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** January 31, 2022  
**SUBJECT:** Adopt Revised Board Policy and Acknowledge Administrative Regulation 6173.1 Education for Foster Youth (Second Reading)

**BACKGROUND:** Current board policy and administrative regulation dated 2013 does not include language supporting the transportation of foster youth.

**RATIONALE:** Changes to the California Foster Youth Education Law has resulted in the complete revision of Board Policy and Administrative Regulation 6173.1 Education for Foster Youth. The Tracy Unified School District (TUSD) needs to adopt revised board policy and administrative regulation to reflect updated requirements. Included in the board agenda is the new revised policy along with the current.

**FUNDING:** There is no cost.

**RECOMMENDATION:** Adopt Revised Board Policy and Acknowledge Administrative Regulation 6173.1 Education for Foster Youth (Second Reading).

**Prepared by:** Dr. Deidre Hill-Valdivia, Coordinator of Prevention Services

## Foster Youth

The Governing Board recognizes that foster youth may be at greater risk for poor academic performance due to their family circumstances, disruption of their educational program, and emotional, social, and other health needs. The district shall provide such students with full access to the district's educational program and other support services necessary to assist them in achieving state and district academic standards.

~~Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way.~~

~~The Superintendent or designee shall ensure that placement decisions for foster youth are based on the students' best interests as defined in law and administrative regulation. To that end, he/she shall designate a staff person as a district liaison for foster youth to help facilitate the enrollment, placement, and transfer of foster youth.~~

~~The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.~~

Transportation

~~The district shall provide transportation for a homeless student to and from his/her school of origin when the student is residing within the district and the parent/guardian requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend his/her school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)~~

~~The Superintendent or designee and district liaison shall ensure that all appropriate staff, including, but not limited to, each principal, school registrar, and attendance clerk, receive training regarding the enrollment, placement, and rights of foster youth.~~

~~The Board desires to provide foster youth with a safe, positive learning environment that is free from discrimination and harassment and promotes students' self-esteem and academic achievement. The Superintendent or designee shall develop strategies to build students' feelings of connectedness with the school, including, but not limited to, strategies that promote positive discipline and conflict resolution, the development of students' resiliency and interpersonal skills, and the involvement of foster parents, group home administrators, and/or other caretakers in school programs and activities.~~

Adopted 01/24/06-TBD

## Foster Youth

~~To address the needs of foster youth and help ensure the maximum utilization of available funds, the Superintendent or designee shall collaborate with local agencies including, but not limited to, the county placing agency, social services, probation officers, juvenile court officers, nonprofit organizations, and advocates. The Superintendent or designee shall explore the feasibility of entering into agreements with these groups to coordinate services and protect the rights of foster youth.~~

~~The Superintendent or designee shall regularly report to the Board on the educational outcomes of foster youth enrolled in the district including, but not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, and suspension/expulsion rates.~~

~~Legal Reference:~~~~EDUCATION CODE~~~~32228-32228.5 Student safety and violence prevention~~~~42920-42925 Foster children educational services~~~~48645-48646 Juvenile court schools~~~~48850-48859 Educational placement of students residing in licensed children's institutions~~~~49061 Student records~~~~49069.5 Foster care students, transfer of records~~~~49076 Access to student records~~~~51225.3 High school graduation~~~~56055 Rights of foster parents in special education~~~~60851 High school exit examination~~~~HEALTH AND SAFETY CODE~~~~1522.41 Training and certification of group home administrators~~~~1529.2 Training of licensed foster parents~~~~WELFARE AND INSTITUTIONS CODE~~~~300 Children subject to jurisdiction~~~~309 Investigation and release of child~~~~361 Limitations on parental or guardian control~~~~366.27 Educational decision by relative providing living arrangements~~~~602 Minors violating law; ward of court~~~~726 Limitations on parental or guardian control~~~~727 Order of care; ward of court~~~~16000-16014 Foster care placement~~~~UNITED STATES CODE, TITLE 29~~~~794 Rehabilitation Act of 1973, Section 504~~~~UNITED STATES CODE, TITLE 42~~~~Adopted 01/24/06 TBD~~



Foster Youth

~~670-679b Federal assistance for foster care programs—  
11431-11435 McKinney-Vento Homeless Assistance Act~~

~~Management Resources:—~~

~~CSBA PUBLICATIONS~~

~~Educating Foster Youth: Best Practices and Board Considerations, Policy Brief, March 2008—~~

~~AMERICAN BAR ASSOCIATION PUBLICATIONS~~

~~Mythbusting: Breaking Down Confidentiality and Decision Making Barriers to Meet the—  
Education Needs of Children in Foster Care, 2005~~

~~CITIES, COUNTIES AND SCHOOLS PARTNERSHIP PUBLICATIONS~~

~~Our Children: Emancipating Foster Youth, A Community Action Guide—~~

~~WEB SITES~~

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

~~California Department of Education, Foster Youth Services: <http://www.cde.ca.gov/ls/pf/fy>—~~

~~California Department of Social Services, Foster Youth Ombudsman Office:—  
<http://www.fosteryouthhelp.ca.gov>~~

~~California Youth Connection: <http://www.cal-youthconn.org/site/cyc>—~~

~~Cities, Counties and Schools Partnership: <http://www.ccspartnership.org>~~

## Education For Foster Youth

## Definitions

Foster youth means a child who has been removed from his/her home pursuant to Welfare and Institutions Code 309, is the subject of a petition filed under Welfare and Institutions Code 300 or 602, or has been removed from his/her home and is the subject of a petition filed under Welfare and Institutions Code 300 or 602 or is a non-minor who is under the transition jurisdiction of a juvenile court, as described in Welfare and Institutions Code 450, and satisfies the criteria specified in Education Code 42238.01. (Education Code 42238.01, 48853.5)

Person holding the right to make educational decisions means a responsible adult appointed by a court pursuant to Welfare and Institutions Code 361 or 726.

School of origin means the school that the foster youth attended when parent/guardian rights were limited or the school in which he/she was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which he/she was last enrolled, or if there is another school that the foster youth attended within the preceding 15 months and with which the youth is connected, the district liaison for foster youth shall determine which school is the school of origin. This determination shall be made in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, and shall be based on the best interests of the foster youth. (Education Code 48853.5)

Best interest means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the proximity of foster placement to the school at the time of placement, appropriateness of the educational setting, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 20 USC 6311)

## District Liaison

The Superintendent designates the following position as the district's liaison for foster youth: (Education Code 48853.5)

Coordinator of Prevention Services  
Tracy Unified School District  
1975 W. Lowell Avenue  
Tracy, CA 95376

Revised 01/10/2022  
Adopted 06/25/2013

(209)830-3200

(cf. 6173 - Education for Homeless Children)

The liaison for foster youth shall:

1. Ensure and facilitate the proper educational placement, enrollment in school, and checkout from school of students in foster care (Education Code 48853.5)

2. Ensure proper transfer of credits, records, and grades when students in foster care transfer from one school to another or from one district to another (Education Code 48645.5, 48853.5)

When a student in foster care is enrolling in a district school, the school of enrollment shall contact the school last attended by the student to obtain, within two business days, all academic and other records. When a foster youth is transferring to a new school, the school of last attendance shall provide the student's records to the new school within two business days of receiving the new school's request. The Foster liaison will provide support to ensure the timely transition of school records. (Education Code 48853.5)

(cf. 5125 - Student Records)

(cf. 6146.3 - Reciprocity of Academic Credit)

3. When required by law, notify the foster youth's attorney and the representative of the appropriate county child welfare agency when the foster youth is undergoing any expulsion or other disciplinary proceeding, including a manifestation determination, when he/she is a student with a disability, prior to a change in the foster youth's placement. (Education Code 48853.5, 48911, 48915.5, 48918.1)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

4. As needed, support school processes for appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education Under Section 504)

Revised 01/10/2022

Adopted 06/25/2013

5. As needed, support school referral processes so that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services

(cf. 5141.6 - School Health Services)

(cf. 5148.2 - Before/After School Programs)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6174 - Education for English Learners)

(cf. 6177 - Summer Learning Programs)

(cf. 6179 - Supplemental Instruction)

6. Develop protocols and procedures for creating awareness for district staff, including principals, school registrars, and attendance clerks, of the requirements for the proper enrollment, placement, and transfer of foster youth

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

7. Collaborate with the county offices of education, county placing agencies county child welfare agency, county probation department, juvenile court, and other appropriate agencies to help coordinate services for the district's foster youth

(cf. 1020 - Youth Services)

(cf. 5113.1 - Chronic Absence and Truancy)

8. Monitor the educational progress of foster youth and collaborate with appropriate offices in the District to provide reports to the Superintendent or designee and the Governing Board based on indicators identified in the district's local control and accountability plan (LCAP).

(cf. 0460 - Local Control and Accountability Plan)

The Superintendent or designee shall regularly monitor the caseload of the liaison, as well as his/her additional duties outside of the foster youth program, to determine whether adequate time and resources are available to meet the needs of foster youth in the district.

#### Enrollment

A student placed in a licensed children's institution or foster family home within the district shall attend programs operated by the district unless one of the following circumstances applies:  
(Education Code 48853, 48853.5)

1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency or in another local educational agency.

(cf. 6159 - Individualized Education Program)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

2. The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best interest of the student to be placed in another education program and submits a written statement to the district indicating that determination and that he/she is aware of the following:

a. The student has a right to attend a regular public school in the least restrictive environment.

b. The alternate education program is a special education program, if applicable.

c. The decision to unilaterally remove the student from the district school and to place him/her in an alternate education program may not be financed by the district.

d. Any attempt to seek reimbursement for the alternate education program may be at the expense of the parent/guardian or other person holding the right to make educational decisions for the student.

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)

3. At the initial placement or any subsequent change in placement, the student exercises his/her right to continue in his/her school of origin, as defined above.

a. The student may continue in the school of origin for the duration of the court's jurisdiction.

Revised 01/10/2022

Adopted 06/25/2013

b. If the court's jurisdiction over a grade K-8 student is terminated prior to the end of a school year, the student may continue in his/her school of origin for the remainder of the school year.

c. If the court's jurisdiction is terminated while the student is in high school, the student may continue in his/her school of origin until he/she graduates.

d. If the student is transitioning between school grade levels, he/she shall be allowed to continue in the district of origin in the same attendance area to provide him/her the benefit of matriculating with his/her peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The District liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, recommend that the youth's right to attend the school of origin be waived and he/she be enrolled in any school that students living in the attendance area in which the foster youth resides are eligible to attend. All decisions shall be made in accordance with the foster youth's best interests. (Education Code 48853.5)

Prior to making any recommendation to move a foster youth from his/her school of origin, the liaison shall provide the youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how the recommendation serves the youth's best interests. (Education Code 48853.5)

The role of the liaison shall be advisory with respect to placement decisions and determination of the school of origin. (Education Code 48853.5)

If the liaison, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agrees that the best interests of the youth would be served by his/her transfer to a school other than the school of origin, the District Enrollment Center or principal or designee of the new school shall immediately enroll the foster youth. The foster youth shall be immediately enrolled even if he/she: (Education Code 48853.5)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

2. Does not have clothing normally required by the school, such as school uniforms

(cf. 5132 - Dress and Grooming)

3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, immunization records or other documentation

(cf. 5111.1 - District Residency)

(cf. 5141.26 - Tuberculosis Testing)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

If the foster youth or a person holding the right to make educational decisions for the foster youth disagrees with the liaison's enrollment recommendation, he/she may appeal the recommendation within 30 calendar days to the Director of Student Services. The Director of Student Services shall make a determination within 30 calendar days of receipt of the appeal. The Associate Superintendent's decision shall be final.

(cf. 9320 - Meetings and Notices)

If any dispute arises regarding the request of a foster youth to remain in the school of origin, the youth has the right to remain in the school of origin pending resolution of the dispute. (Education Code 48853.5)

#### Transportation

The Superintendent or designee shall collaborate with the local child welfare agency to determine appropriate transportation to enable foster youth to remain in their school of origin, for the duration of their time in foster care, when it is in their best interest to do so. The District provides transportation to enable a foster youth to attend a school within TUSD consistent with BP/AR 3540 and 3541 and when it is otherwise required by federal law or pursuant to the individualized education program of a student with a disability.

(cf. 3540 - Transportation)

(cf. 3541 - Transportation Routes and Services)

#### Effect of Absences on Grades

The grades of a student in foster care shall not be lowered for any absence from school that is due to either of the following circumstances: (Education Code 49069.5)

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades shall be calculated as of the date he/she left school

2. A verified court appearance or related court-ordered activity

(cf. 5121 - Grades/Evaluation of Student Achievement)

#### Transfer of Coursework and Credits

When a foster youth transfers into a district school, the district shall accept and issue full credit for any coursework that the foster youth has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the foster youth to retake the course. (Education Code 51225.2)

If the foster youth did not complete the entire course, he/she shall be issued partial credit for the coursework completed and shall be required to take the portion of the course that he/she did not complete at his/her previous school. However, the district may require the foster youth to retake the portion of the course completed if, in consultation with the holder of educational rights for the foster youth, the district finds that the foster youth is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a foster youth in any particular course, he/she shall be enrolled in the same or equivalent course, if applicable, so that he/she may continue and complete the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall the district prevent a foster youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

#### Applicability of Graduation Requirements

To obtain a high school diploma, a foster youth shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements prescribed by the Board.

(cf. 6146.1 - High School Graduation Requirements)

However, when a foster youth who has completed his/her second year of high school transfers into the district from another school district or transfers between high schools within the district,



he/she shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of his/her fourth year of high school. Within 30 calendar days of the foster youth's transfer, the Superintendent or designee shall notify the foster youth, the person holding the right to make educational decisions for him/her, and the foster youth's social worker of the availability of the exemption and whether the foster youth qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer a foster youth. (Education Code 51225.1)

To determine whether a foster youth is in his/her third or fourth year of high school, the district shall use either the number of credits the foster youth has earned as of the date of the transfer or the length of his/her school enrollment, whichever qualifies him/her for the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any foster youth who is granted an exemption and the person holding the right to make educational decisions for him/her how any requirements that are waived will affect the foster youth's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a foster youth to transfer schools in order to qualify for an exemption and no request for a transfer solely to qualify for an exemption shall be made by a foster youth or any person acting on behalf of a foster youth. (Education Code 51225.1)

If a foster youth is exempted from local graduation requirements, the exemption shall continue to apply after the termination of the court's jurisdiction over the student while he/she is still enrolled in school or if he/she transfers to another school or school district. (Education Code 51225.1)

Upon making a finding that a foster youth is reasonably able to complete district graduation requirements within his/her fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

1. Inform the foster youth and the person holding the right to make educational decisions for him/her of the foster youth's option to remain in school for a fifth year to complete the district's graduation requirements and how that will affect his/her ability to gain admission to a postsecondary educational institution
2. Provide information to the foster youth about transfer opportunities available through the California Community Colleges

3. Upon agreement with the foster youth or, if he/she is under 18 years of age, the person holding the right to make educational decisions for him/her, permit the foster youth to stay in school for a fifth year to complete the district's graduation requirements

#### Eligibility for Extracurricular Activities

A foster youth whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

#### Notification and Complaints

Information regarding the educational rights of foster youth shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 5145.6 - Parental Notifications)

Any complaint alleging that the district has not complied with requirements regarding the education of foster youth may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. If the district finds merit in a complaint, the district shall provide a remedy to the affected student. A complainant not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE) and shall receive a written decision regarding the appeal within 60 days of CDE's receipt of the appeal. If the CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 1312.3 - Uniform Complaint Procedures)

## FOSTER YOUTH

A. Purpose and Scope

~~The Governing Board recognizes its obligation to ensure that foster youth have access to the academic resources, services and extracurricular and enrichment activities that are available to district students. The district shall provide students in foster care within the district with access to educational opportunities and other services necessary to help such students achieve the district's performance standards.~~

~~The Superintendent or designee shall ensure that placement decisions for foster youth are based on the students' best interests as defined in law and administrative regulation.~~

~~The Superintendent or designee may collaborate with the county placing agency and other appropriate agencies to ensure maximum utilization of available funds and to meet the educational needs of foster youth within the district.~~

B. Definitions

~~Foster youth means a child who has been subject to one of the following: (Education Code 48853.5)~~

~~1. Has been removed from his/her home pursuant to Welfare and Institutions Code 309 (investigation and release of child)~~

~~2. Is the subject of a petition filed under Welfare and Institutions Code 300 (jurisdiction of juvenile court) or 602 (minors ward of court, violating law)~~

~~3. Has been removed from his/her home and is the subject of a petition filed under Welfare and Institutions Code 300 or 602~~

~~Person holding the right to make educational decisions means a responsible adult appointed by a court pursuant to Welfare and Institutions Code 361 or 727.~~

~~School of origin means the school that the foster youth attended when permanently housed or the school in which the student was last enrolled. If the school the foster youth~~

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## FOSTER YOUTH

~~attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that the foster youth attended within the preceding 15 months and with which the youth is connected, the district liaison shall, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, determine, in the best interest of the foster youth, the school of origin. (Education Code 48853.5)~~

~~Best interest means a placement that ensures that the youth is placed in the least restrictive educational program and has access to academic resources, services, and extracurricular and enrichment activities that are available to district students. (Education Code 48853)~~

C. District Liaison

~~The Superintendent designates the following staff persons as the district liaison for homeless students: (42 USC 11432)~~

District Truancy Coordinator

Director of Student Services and Curriculum

1875 W. Lowell Avenue

Tracy, CA 95376

(209) 830-3280

~~The district's liaison for foster youth shall: (Education Code 48645.5, 48853.5)~~

- ~~1. Ensure and facilitate the proper educational placement, enrollment in school, and checkout from school of students in foster care~~
- ~~2. — Ensure proper transfer of credits, records, and grades when students in foster care transfer from one school to another or from one district to another (Education Code 48645.5, 48853.5)~~

~~When a student in foster care is enrolling in a district school, the liaison shall contact the school last attended by the student to obtain, within two business days, all academic and other records. When a foster youth is transferring to a new school, the liaison shall provide the~~

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~~student's records to the new school within two business days of receiving the new school's request. (Education Code 48853.5)~~

~~3. When required by law, notify the foster youth's attorney and the representative of the appropriate county child welfare agency when the foster youth is undergoing any expulsion or other disciplinary proceeding, including, for a student with a disability, a manifestation determination prior to a change in the student's placement. (Education Code 48853.5, 48911, 48915.5, 48918.1)~~

~~4. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973~~

~~5. As needed, ensure that students in foster care receive appropriate school based services, such as counseling and health services, supplemental instruction, and after school services~~

~~6. Develop protocols and procedures for creating awareness for district staff, including principals, school registrars, and attendance clerks, of the requirements for the proper enrollment, placement, and transfer of foster youth~~

~~7. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, nonprofit organizations, and advocates to help coordinate services for the district's foster youth~~

~~8. Monitor the educational progress of foster youth and provide reports to the Superintendent or designee and the Governing Board based on indicators identified in Board policy~~

~~The Superintendent or designee shall regularly monitor the caseload of the liaison, as well as his/her additional duties outside of the foster youth program, to determine whether adequate time and resources are available to meet the needs of foster youth in the district.~~

D. Enrollment

~~A foster youth placed in a licensed children's institution or foster family home shall attend programs operated by the district unless one of the following circumstances applies: (Education Code 48853)~~

~~1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency or in another local educational agency.~~

~~2. The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best interest of the student to be placed in another~~

## FOSTER YOUTH

~~educational program and submits a written statement to the district indicating that determination and that:~~

~~a. — He/she is aware that the student has a right to attend a regular public school in the least restrictive environment.~~

~~b. — The alternate educational program is a special education program, if applicable.~~

~~c. — The decision to unilaterally remove the student from the district school and to place him/her in an alternate education program may not be financed by the district.~~

~~d. — Any attempt to seek reimbursement for the alternate education program may be at the expense of the parent/guardian or other person holding the right to make educational decisions for the student.~~

~~3. — At the initial placement or any subsequent change in placement, the student exercises his/her right to continue in his/her school of origin, as defined above.~~

~~a. The student may continue in the school of origin for the duration of the court's jurisdiction.~~

~~b. If the court's jurisdiction over a grade K-8 student is terminated prior to the end of a school year, the student may continue in his/her school of origin for the remainder of the school year.~~

~~c. If the court's jurisdiction is terminated while the student is in high school, the student may continue in his/her school of origin until he/she graduates.~~

~~d. — If the student is transitioning between school grade levels, he/she shall be allowed to continue in the district of origin in the same attendance area to provide him/her the benefit of matriculating with his/her peers in accordance with the established feeder patterns of school~~

## FOSTER YOUTH

~~districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.~~

~~The liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, recommend that the youth's right to attend the school of origin be waived and he/she be enrolled in any school that students living in the attendance area in which the foster youth resides are eligible to attend. All decisions shall be made in accordance with the foster youth's best interests. (Education Code 48853.5)~~

~~Prior to making any recommendation to move a foster youth from his/her school of origin, the liaison shall provide the youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how this recommendation serves the youth's best interests. (Education Code 48853.5)~~

~~The role of the liaison shall be advisory with respect to placement decisions and determination of the school of origin. (Education Code 48853.5)~~

~~If the liaison, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agrees that the best interests of the youth would be served by his/her transfer to a school other than the school of origin, the principal or designee of the new school shall immediately enroll the foster youth. The foster youth shall be immediately enrolled even if he/she: (Education Code 48853.5)~~

- ~~1. — Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended~~
- ~~2. — Does not have clothing normally required by the school, such as school uniforms~~
- ~~3. — Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, immunization records or other documentation.~~
- ~~4. — If the foster youth or a person with the right to make educational decisions for the foster youth disagrees with the liaison's enrollment recommendation, he/she may appeal to the Superintendent. The Superintendent shall make a determination within 30 calendar days of receipt of the appeal. Within 30 calendar days of receipt of the Superintendent's decision, the parent/guardian or foster youth may appeal that decision to the Board. The Board shall consider the issue at its next regularly scheduled meeting. The Board's decision shall be final.~~

## FOSTER YOUTH

~~If any dispute arises regarding the request of a foster youth to remain in the school of origin, the youth has the right to remain in the school of origin pending resolution of the dispute. (Education Code 48853.5)~~

E. Transportation

~~The district shall not be responsible for providing transportation to and from the school of origin.~~

F. Transfer of Coursework and Applicability of Graduation Requirements

~~When a foster youth transfers into a district school, the district shall accept and issue full credit for any coursework that the foster youth has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the foster youth to retake the course. (Education Code 51225.2)~~

~~If the foster youth did not complete the entire course, he/she shall be issued partial credit for the coursework completed and shall be required to take the portion of the course that he/she did not complete at his/her previous school. However, the district may require the foster youth to retake the portion of the course completed if, in consultation with the holder of educational rights for the foster youth, the district finds that the foster youth is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a foster youth in any particular course, he/she shall be enrolled in the same or equivalent course, if applicable, so that he/she may continue and complete the entire course. (Education Code 51225.2)~~

~~In no event shall the district prevent a foster youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)~~

~~When a foster youth in grade 11 or 12 transfers into the district from another school district or transfers between high schools within the district, he/she shall be exempted from all coursework and other graduation requirements adopted by the Board that are in addition to the statewide coursework requirements specified in Education Code 51225.3 and the high school exit examination, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school while he/she remains in foster care. (Education Code 51225.3, 60851)~~



## FOSTER YOUTH

~~The Superintendent or designee shall notify any student who is granted an exemption and, as appropriate, the person holding the right to make educational decisions for the student, if any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.3)~~

G. Grades/Credits

~~Grades for a student in foster care shall not be lowered if the student is absent from school due to either of the following circumstances: (Education Code 49069.5)~~

- ~~1. — A decision by a court or placement agency to change the student's placement, in which case the student's grades and credits shall be calculated as of the date he/she left school~~
- ~~2. — A verified court appearance or related court ordered activity~~

H. Eligibility for Extracurricular Activities

~~A foster youth who changes residences pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)~~

I. Reports Required

None

J. Record Retention

Three years

K. Responsible Administrative Unit

Education Services Division

Student Services

Acknowledged by TUSD: June 25, 2013

Instruction

AR 6173.1

## FOSTER YOUTH

~~L. Approved by~~

~~Assistant Superintendent of Educational Services and Human Resources~~

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