

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**TRACY UNIFIED SCHOOL DISTRICT**  
**AUGUST 24, 2021**

**PLACE: DISTRICT EDUCATION CENTER**  
**SUPERINTENDENT'S CONFERENCE 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: 6:45 PM Closed Session**  
**7:00 PM Open Session**

**AGENDA**

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|-----------|--|----------------|
| <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> None.<br><br><b>3.3 Human Resources:</b><br><b>3.3.1</b> Consider Public Employee/Employment/Discipline/Dismissal/Release<br><b>Action:</b> Motion__ ; Second__ . <b>Vote:</b> Yes __; No __; Absent __; Abstain __<br><b>3.3.2</b> Conference with Labor Negotiator<br>Agency Negotiator: Tammy Jalique<br>Associate Superintendent of Human Resources<br>Employee Organization: CSEA, TEA |                |
| <b>4.</b> | <b>Adjourn to Open Session</b>   |                |
| <b>5.</b> | <b>Call to Order and Pledge of Allegiance</b>  |                |
| <b>6.</b> | <b>Closed Session Issues:</b> No Action Items.   |                |
| <b>7.</b> | <b>Approve Regular Minutes of August 10, 2021</b><br><b>Action:</b> Motion__ ; Second__ . <b>Vote:</b> Yes __; No __; Absent __; Abstain __  | <b>1-6</b>     |

**8. Student Representative Reports:**

**8.1 Tracy High:** Iliana Cashen; **West High:** Lilly Banchemo and Kaitlyn Durant; **Kimball High:** Omed Akbari; and **Alternative Ed Campus:** Andrea Navarro.

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

**9.1 Central Elementary School Presentation**

**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:** None.

**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>	Approve Accounts Payable Warrants (July, 2021) (Separate Cover Item)	<b>7</b>
<b>13.1.2</b>	Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	<b>8-9</b>
<b>13.1.3</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>10-11</b>
<b>13.1.4</b>	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2021/22 School Year	<b>12-13</b>
<b>13.1.5</b>	Approve Payroll Reports (July 2021)	<b>14-18</b>
<b>13.1.6</b>	Approve Revolving Cash Fund Reports (July 2021)	<b>19-21</b>

**13.2 Educational Services:**

<b>13.2.1</b>	Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Teachers and Staff for the 2021-2022 School Year	<b>22-24</b>
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13.2.2	Approve Master Contract (MC) for Nonpublic Agency (NPA) 360 Degree Customer, Inc. for Speech & Language Pathologists (SLP), Speech & Language Pathologist Assistants (SLPA), Occupational Therapists (OT), Special Education Teachers and an American Sign Language (ASL) Interpreter for the 2021-2022 School Year (Separate Cover Item)	25
13.2.3	Approve Master Contract (MC) for Nonpublic, Nonsectarian School (NPS) Services with Bayhill High School (Separate Cover Item)	26
13.2.4	Approve Master Contract for Special Contract Services with Charis Youth Center for the 2021-2022 School Year (Separate Cover Item)	27
13.2.5	Approve Master Contract (MC) for Nonpublic, Nonsectarian Agency (NPA) Services with Educational Professionals of Central California (Separate Cover Item)	28
13.2.6	Approve Agreement for Special Contract Services with Valley Community Counseling for Licensed Marriage and Family Therapist for the 2021-2022 School Year (Separate Cover Item)	29
13.2.7	Approve Master Contract (MC) for Nonpublic, Nonsectarian Agency (NPA) Services with Speech Therapy and Accent Group Inc. (Separate Cover Item)	30
13.2.8	Approve Funding for VirtualJobShadow.com and Unique Learning System Online Platform	31-33
13.2.9	Ratify Master Contract (MC) for Nonpublic, Nonsectarian School Services with KidzJet, Inc. for Transportation Services for Special Education Students for the 2021-2022 School Year	34-46
13.2.10	Ratify Master Contract (MC) for Nonpublic Agency (NPA) ATX Learning for Special Education Teachers for the 2021-2022 School Year (Separate Cover Item)	47
13.2.11	Ratify Master Contract (MC) for Nonpublic, Nonsectarian School Services with Anova Center for Education for the 2021-2022 School Year and Approve Attorney Fee Per Confidential Settlement Agreement (Separate Cover Item)	48

### 13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment	49-52
13.3.2	Approve Classified, Certificated, and/or Management Employment	53-59
13.3.3	Approve a Variable Term Waiver for Multiple Subject Teacher- Waive Basic Skills Requirement	60-61
13.3.4	Approve Paid Student Internship Agreement with University of Phoenix	62-66

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

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

### 14.2 Educational Services:

14.2.1	Adopt Revised Board Policy 6158 Independent Study (Second Reading)	67-85
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**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.

- 14.2.2** Adopt Revisions for Written Master Agreement for the Tracy Unified School District Independent Study Charter School (TISCS) **86**  
(Separate Cover Item)

**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** September 14, 2021
  - 17.2** September 28, 2021
  - 17.3** October 12, 2021
  - 17.4** October 26, 2021
  - 17.5** November 9, 2021
  - 17.6** December 14, 2021
- 18. Upcoming Events:**
- 18.1** September 6, 2021 No School, Labor Day
  - 18.2** October 25, 2021 No School, P/T Conferences
  - 18.3** November 11-12, 2021 No School, Veterans' Day
  - 18.4** November 22-26, 2021 No School, Thanksgiving Break
  - 18.5** December 20-31, 2021 No School, Winter Break

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, August 10, 2021**

- 6:15 PM:** 1-3. Vice-President Abercrombie called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert, L. Souza  
Absent: S. Kaur  
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry
- 7:00 PM** 5. Vice-President Abercrombie 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 Approve Settlement Agreement for  
3.2.1 Compensatory Education Services and Educational Supplies for Student and Attorney Fees  
**Action:** **Vote:** Yes-5; No-0; Absent-2(Kaur, Hoffert)  
6b Report Out of Action Taken on PE Exemption: WHS#10334071  
3.2.2  
**Action:** **Vote:** Yes-5; No-0; Absent-2(Kaur, Hoffert)
- Minutes:** 7. **Approve Regular Minutes of June 22, 2021**  
**Action:** Alexander, Souza. **Vote:** Yes-6; No-0; Absent-1(Kaur)
- Visitors:** R. Soto, J. Lopez, B. & B. Hoffert, C. Galvan, R. Acierto, L. Hawes, C. Lopez, C. Munger, M. Stagnaro, S. Brown, R. Riddle, V. Copeland, E. Gonzalez, J. Nott
- Student Rep Reports:** 8. None.
- Recognition & Presentations:** 9.1 Southwest Park Elementary School Presentation  
  
Principal, Ramona Soto and Assistant Principal, Juan Lopez, presented a report which started with having the board and cabinet use their cell phones to log into Kahoot. They had the board interact with the questions and responses of the application. The questions were asked and then explained how it was related to their school. They build relationships with students and staff. All teachers at Southwest Park teach STEM. Professional Learning Communities are used to analyze data and share effective teacher strategies. The programs at Southwest Park are Bilingual, Conventional and GATE. They are proud to offer these 3 different programs and enjoyed presenting their school.

**Information &  
Discussion Items:**

**10.1 Administrative & Business Services:**

**10.1.1 Receive Report on Superintendent's Transition Plan**

Dr. Brian Stephens and Dr Rob Pecot reviewed the transition plan for the upcoming year as Dr. Pecot becomes superintendent. They developed this plan together. Dr. Pecot will attend the ACSA Superintendent's Training and will also attend CASBO which will cover business and human resources. School Services will also have training on collective bargaining. He is in his fourth year on the negotiating team. He will also be meeting with the board president and board members. The county meetings that the Superintendent currently attends will also allow for Dr. Pecot to sit in on those. He will also participate in the interview process where the candidate meets with the superintendent after the committee interviews and will have input in the final decision. He will review agendas and topics with the board president. He will also be the rep for the city/school liaison meetings starting in the second half of the year. He will sit in on the superintendent's meetings with union reps. Dr. Pecot plans on having a community forum where people can ask questions on various topics and he will be meeting one-on-one with each administrator. Dr. Stephens noted that during the second semester his focus will be on the day-to-day operation and any issues or decisions that will impact next school year will be made by Dr. Pecot. This way he will put his imprint on the district as he moves forward. Dr. Pecot feels we will meet the challenges that the district faces. Friday memos will also continue.

**10.2 Educational Services:**

**10.2.1 Receive Report on 2021-22 Special Education Updates**

Director of Special Education, Mr. Sean Brown, presented a power point on the 2021-22 school year. He reviewed the vision and mission for his department. He showed the demographics of their department which serves 1953 students, 229 teachers and many other services and staff. He reviewed the 4 areas of focus, inclusion, staff development, collaboration and compliance. He reviewed celebrations in their department. One is that Tracy Unified is the only district in San Joaquin County that is a grant participant from SJCOE. It was just awarded \$5 million dollars, which will partially go towards training over the next 3 years. The Virtual Job Shadow Platform will be coming to our district in October. This provides students in high school and young adult help to define their career choice. This will also build a resume for them. Inclusion, there are more classrooms each year and he is hoping to bring it down to the elementary level in the next year or so. He introduced a student to share his success story. The student shared his experience and also thanked Mr. Brown and Kimball High. The student didn't have much hope, was bullied and made fun of. He was diagnosed with OCD which caused great anxiety. He recalled some teachers not supporting him and telling him he's using his disability as a crutch. His Senior year he had hopes because of Mr. Brown's leadership, special

education took a turn in the right direction. He sprouted and successfully graduated high school and will soon start college with a triple major. He thanked Mr. Sean Brown and Mr. Eric Kimball.

Trustee Hoffert left the meeting at 7:48 pm

Trustee Hoffert returned to the meeting at 7:51 pm

## **Hearing of Delegations**

11. Brandon Hoffert read a letter that his wife wrote. He feels that the special education department is flawed. He is a parent of special needs son. He is proud of his son but not the way things have been handled in this district. He feels that the special education process has been nothing but obstacles. He advocates for his son. He asked why there are so many walls for services and why there are so many positions that have not been filled. He wants the board to make special education a priority. He thanked and named teachers and staff for supporting his son and getting to know him. He also referenced a social media post where Lori Souza posted the district's job openings and he didn't think she should do that. She said that TUSD had the highest pay in the area. She was corrected by others and got upset when she was told she was wrong. He doesn't understand how over a year ago 150 positions were almost eliminated because we couldn't pay for them and now can't fill them. He thinks we need to find a better way to fill jobs.

Virginia Copeland from Sow-a-Seed stated that they are youth advocates for mental health. They provide mentoring and mental health services for students at risk and they do that through evidence-based programs. They offer a variety of mental and social programs to help our youth. Students that are referred are connected to caring and highly trained specialists. Last year, they helped students from 2<sup>nd</sup> grade through high school as there was a tremendous need and they noticed an improvement by the end of the program. With students returning full time, mental health will be needed. She commends TUSD for the increased presence of these organizations that will further help mental help. She thanked the board for renewing their contract.

Chris Munger is the newly elected president of TEA. He wanted to take this opportunity to introduce himself to the board. He has spoken with some of the board and is looking forward to speaking with all. He is excited to represent the teachers and to continue the great work that TUSD and TEA have accomplished. There will be many challenges as we continue to struggle with COVID. He sees this as an opportunity to work together and problem solve on these issues. He is happy to communicate with all of the board.

Sherry Wilson is happy that the previous family that spoke received the services that they needed. She had to fight for her child, and he has now aged out of the program. She is upset that she has to look for resources for him. She knows her rights and will fight for her child. She also saw a staff member harass her son and nothing ever came of it. She has been bullied by staff and other teachers. Her child had a one-on-one aide but attended summer school without one. For every success story, there are parents who are not success stories. She is hoping that Sean can make a difference here. She will be attending meetings and helping to support families.

<b>Public Hearing:</b>	<b>12.1</b>	<b>Administrative &amp; Business Services:</b> None.
<b>Consent Items:</b>	<b>13.</b>	<p><b>Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.</b></p> <p><b>Action:</b> Amending Item 13.1.6 and all other items except those voted on separately below. Souza, Alexander.  <b>Vote:</b> Yes-6; No-0; Absent-1(Kaur)</p> <p><b>Action:</b> Item 13.2.4. Souza, Erskine.  <b>Vote:</b> Yes-6; No-0; Absent-1(Kaur)</p> <p><b>Action:</b> Item 13.2.5 Erskine, Souza.  <b>Vote:</b> Yes-6; No-0; Absent-1(Kaur)</p> <p><b>Action:</b> Item 13.3.2 Souza, Erskine.  <b>Vote:</b> Yes-5; No-1(Hoffert); Absent-1(Kaur)</p> <p><b>13.1 Administrative &amp; Business Services:</b></p> <p><b>13.1.1</b> Approve Accounts Payable Warrants (June, 2021) (Separate Cover Item)</p> <p><b>13.1.2</b> Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda</p> <p><b>13.1.3</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</p> <p><b>13.1.4</b> Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2021/22 School Year</p> <p><b>13.1.5</b> Approve Payroll Reports (June 2021)</p> <p><b>13.1.6</b> Approve Revolving Cash Fund Reports (June 2021)</p> <p><b>13.2 Educational Services:</b></p> <p><b>13.2.1</b> Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Art Freiler School during the 2021-2022 School Year</p> <p><b>13.2.2</b> Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Art Freiler School</p> <p><b>13.2.3</b> Approve Out-of-State Travel to Las Vegas, NV for the Media/Video Production Teacher to attend the NAB Show (National Association of Broadcasters): Where Content Comes to Life on October 9-13, 2021</p> <p><b>13.2.4</b> Ratify Overnight Travel for the Tracy High Cheer and Dance Team Camp in Manteca, CA at the Great Wolf Lodge, July 24 – July 27, 2021</p> <p><b>13.2.5</b> Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending July 15, 2021</p> <p><b>13.2.6</b> Approve Service Agreement for LifeChangers Int. LLC Motivational Speaker at Williams Middle School on August 23, 2021</p> <p><b>13.3 Human Resources:</b></p> <p><b>13.3.1</b> Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment</p> <p><b>13.3.2</b> Approve Classified, Certificated, and/or Management Employment</p>



- 13.3.3 Approve a Variable Term Waiver for Multiple Subject Teacher-Variou
- 13.3.4 Approve Practicum Students, Student Teachers, and Teacher Interns Agreement with Alliant University
- 13.3.5 Approve Paid Student Internship Agreement with Merced County Office of Education
- 13.3.6 Approve Addendum for Current Memorandum of Understanding with Teachers College of San Joaquin

**Action Items:**

**14.1 Administrative & Business Services:**

- 14.1.1 Approve the Amended 2021-2022 Designation of CIF Representatives to League

**Action:** Souza, Alexander. **Vote:** Yes-6; No-0; Absent-1(Kaur)

**14.2 Educational Services:**

- 14.2.1 Adopt Revised Board Policy 6158 Independent Study (First Reading)

**Action:** Alexander, Erskine. **Vote:** Yes-6; No-0; Absent-1(Kaur)

- 14.2.2 Adopt Revisions to the TUSD Athletic Handbook for the 2021-2022 School Year (First Reading) (Separate Cover Item)

**Action:** Approved as final. Erskine, Souza. **Vote:** Yes-6; No-0; Absent-1(Kaur)

**14.3 Human Resources:**

- 14.3.1 Authorize the Declaration of Need for the 2021-2022 School Year

**Action:** Sousa, Erskine. **Vote:** Yes-6; No-0; Absent-1(Kaur)

- 14.3.2 Approve Job Description and Salary for Technology Coordinator of ISET

**Action:** Souza, Erskine. **Vote:** Yes-5; No-1(Hoffert); Absent-1(Kaur)

- 14.3.3 Adopt Resolution 21-01, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds

**Action:** Erskine moved to approve. There was no second. The motion failed. Motion to not adopt this resolution. Hoffert, Alexander.

**Vote:** Yes-4(Souza, Hoffert, Erskine, Alexander; No-2(Abercrombie, Blanco); Absent-1(Kaur)

**Board Reports:**

Trustee Souza met with administration over the summer regarding mental health. They have a better system now that is streamlined with all of our sites offering providers. She looks forward to group with Sow a Seed. They provide exceptional services. She spoke with the child development teacher regarding the CTE program and students can earn college credits in that class. Ms. MacDonald also graduated from the Tracy High ROP programs. She is the board rep for the Tracy Parks and Rec meetings, after school program and they have talked about how to encourage our students to apply for jobs for the after-school programs. They also talked about Legacy Fields. She congratulated Mr. Brown on completing his first year in Tracy Unified and for working with our contractors. He has provided training on buy-back day and the feedback was good. Yesterday, she visited several schools and thanked staff for doing their best. The kids were great and had no problems wearing their masks. She thanked everyone for a good day. Trustee Hoffert thanked everyone who came up and spoke after their experiences. He went to *Barnes and Noble* to look for a magazine and saw a political science article that was about education reform. He feels that schools are the same as they were in the 1800's. The article also referred to things that are holding back schools from

changing and their inability to adapt. He thinks one of the key things to do is to cut the bureaucracy. He thinks if we cut the bureaucracy, we could put the money back in the schools and hire new teachers. He stated a quote that bureaucracy is not the solution, it is our problem. Trustee Erskine thanked all who attended. She welcomed back all students and staff. She is happy that there are 15 open positions for speech therapists and special ed teachers who will be interviewed for the school year. She wants to emphasize that disabled students have different experiences. She stated that there was a 30% dropped in enrollment compared to 8% drop in non-disabled students. She felt that in-person learning is better for students with disabilities. It is clear that families need to have options. She wants to keep in compliance with AB 130 and AB 104 and beyond what is required by the law and implement universal changes that will help our students. Trustee Alexander welcomed back all of the teachers and staff and hopes it is a successful year. Trustee Blanco welcomed everyone back. She understands the first few days of school were busy. She thanked the Chief of Police for providing the city schools committee with a presentation on the hours and trainings that SROs receive. Trustee Abercrombie commented that he taught class today and the kids were very excited to be back. In prior years that would not have happened. He hopes to continue to move forward.

**Superintendent  
Report:**

Dr. Stephens thanked all for a great start to the school year including teachers, classified district administration and school administration. This is the first time in two years that we had an actual "Opening Day". He also thanked the student that spoke, Zack. He is pleased to hear that he found success and is sorry to hear of some of the comments that were made towards him. He is a brave young man.

**Adjourn: 8:35**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



TRACY  
UNIFIED SCHOOL DISTRICT

## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** August 12, 2021  
**SUBJECT:** Approve Accounts Payable Warrants (July 2021)

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

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

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Accounts Payable Warrants (July 2021).

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



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** August 12, 2021  
**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  
AUGUST 24, 2021  
SUMMARY OF SERVICES**

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A. Vendor: Tracy Sunrise Rotary Club  
Sites: Kimball High School  
Item: ASB Concession Stand Contract  
Services: The Tracy Sunrise Rotary Club will use the Kimball High School concession stand facility during the high school football season. The KHS ASB will supply the refrigeration, ice machine, freezer, outdoor mobile grill and cleaning products. The Tracy Sunrise Rotary Club will provide the KHS ASB with a sum equal to 50% of the net proceeds.  
Cost: N/A  
Project Funding: N/A

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B. Vendor: Tracy Breakfast Lions Club  
Sites: Tracy High School  
Item: ASB Concession Stand Contract  
Services: The Tracy Breakfast Lions Club will use the Tracy High School concession stand facility during the high school football season. The THS ASB will supply the ice machine, water, and water heater. The Tracy Breakfast Lions Club will provide the THS ASB with a sum equal to 60% of the net proceeds.  
Cost: N/A  
Project Funding: N/A

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## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** August 12, 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:

Tracy Unified School District:

1. Tracy Unified School District: From Mountains Hope Community Worship Center in conjunction with Royal Neighbors of America, The VOIC, Volunteers of America, and UNeed2, 400+ backpacks filled with school supplies at an approximate value of \$5,500.00. This donation will benefit the students of Poet Christian Elementary, Stein High School, Villalovoz Elementary, and West High School.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From WePay for the amount of \$10,387.20 (ck. #0055490514). This donation was raised using the Snap Raise online platform and it will benefit Tracy High School's cheer program.
2. Tracy Unified School District/Tracy High School: From Alan and Julie Witbeck for the amount of \$500.00 (ck. #1391). This donation will benefit Tracy High School's girls waterpolo team.

**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:** August 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
Hirsch PTO	<i>Recommend for Approval</i>	<i>Current</i>
Jaguar Booster Club	<i>Recommend for Approval</i>	<i>Current</i>
G.Kelly Parent Faculty Alliance	<i>Approved</i>	<i>Current</i>
KHS Athletic Booster Club	<i>Recommend for Approval</i>	<i>Current</i>
KHS PTSA	<i>Recommend for Approval</i>	<i>Current</i>
Poet Christian PTSA	<i>Recommend for Approval</i>	<i>Current</i>
THS Baseball Booster Club	<i>Recommend for Approval</i>	<i>Current</i>
THS Bulldog Band Booster Club	<i>Recommend for Approval</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>Recommend for Approval</i>	<i>Current</i>
THS Volleyball Booster Club	<i>Approved</i>	<i>Current</i>
Villalovoz Parent Faculty Club	<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 8/16/21



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** August 12, 2021  
**SUBJECT:** Approve Payroll Reports (July 2021)

**BACKGROUND:** Financial Services Department submits summaries of payroll warrants issued each month to the Board of Trustees for review.

**RATIONALE:** The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #7-Develop Powerful Educational Leaders.

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Payroll Reports (July 2021).

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

Pay Date 07/09/2021

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEES

Fund	01	SACS Object	Amount	
		1100	468,870.95	Teachers' Salaries
		1200	2,691.40	Cert Pupil Support Salaries
		1900	26,026.56	Other Certificated Salaries
		2100	50,779.70	Instructional Aides' Salaries
		2200	90,224.21	Classified Support Salaries
		2400	18,023.80	Clerical & Office Salaries
		2900	5,172.53	Other Classified Salaries
		<b>Total Labor</b>	<b>661,789.15</b>	
Fund	01	SACS Object	Amount	
		3101	70,267.32	STRS On 1000 Salaries
		3201	422.28	PERS On 1000 Salaries
		3202	10,395.00	PERS On 2000 Salaries
		3301	8,895.62	
		3302	11,216.08	
		3501	6,120.20	State Unemploy On 1000 Salary
		3502	2,019.67	State Unemploy On 2000 Salary
		3601	8,919.28	Worker'S Comp Ins On 1000 Sal
		3602	2,943.28	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>121,198.73</b>	
Fund	11	SACS Object	Amount	
		1100	3,793.60	Teachers' Salaries
		1200	143.40	Cert Pupil Support Salaries
		2100	760.27	Instructional Aides' Salaries
		2400	1,625.16	Clerical & Office Salaries
		<b>Total Labor</b>	<b>6,322.43</b>	
Fund	11	SACS Object	Amount	
		<b>Net + Deductions</b>	<b>0.00</b>	
		3101	495.49	STRS On 1000 Salaries
		3202	179.59	PERS On 2000 Salaries
		3301	57.11	
		3302	182.49	
		3501	48.43	State Unemploy On 1000 Salary
		3502	29.32	State Unemploy On 2000 Salary
		3601	70.56	Worker'S Comp Ins On 1000 Sal
		3602	42.76	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>1,105.75</b>	

Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	2100	4,372.90	Instructional Aides' Salaries
	<b>Total Labor</b>	<b>4,372.90</b>	
Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	<b>Net + Deductions</b>	<b>0.00</b>	
	3102	152.97	STRS On 2000 Salaries
	3202	257.58	PERS On 2000 Salaries
	3302	205.84	
	3502	53.79	State Unemploy On 2000 Salary
	3602	78.39	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>748.57</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	2200	19,046.10	Classified Support Salaries
	<b>Total Labor</b>	<b>19,046.10</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	3202	2,080.79	PERS On 2000 Salaries
	3302	1,188.38	
	3502	234.26	State Unemploy On 2000 Salary
	3602	341.38	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>3,844.81</b>	

ESCAPE ONLINE

Pay Date 07/30/2021

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEES

Fund	01	SACS Object	Amount	
		1100	960,784.93	Teachers' Salaries
		1200	459,382.62	Cert Pupil Support Salaries
		1300	534,001.72	Cert Suprvrs' & Admins' Sal
		1900	64,290.38	Other Certificated Salaries
		2100	31,183.42	Instructional Aides' Salaries
		2200	712,882.94	Classified Support Salaries
		2300	190,656.58	Class Suprvrs' & Admins' Sal
		2400	311,256.72	Clerical & Office Salaries
		2900	5,953.88	Other Classified Salaries
		<b>Total Labor</b>	<b>3,270,393.19</b>	
Fund	01	SACS Object	Amount	
		3101	335,863.21	STRS On 1000 Salaries
		3102	8,644.80	STRS On 2000 Salaries
		3201	7,435.04	PERS On 1000 Salaries
		3202	275,701.10	PERS On 2000 Salaries
		3301	29,296.89	
		3302	88,333.51	
		3401	166,029.47	
		3402	193,157.39	
		3501	10,092.24	State Unemploy On 1000 Salary
		3502	6,245.61	State Unemploy On 2000 Salary
		3601	34,572.14	Worker'S Comp Ins On 1000 Sal
		3602	21,443.16	Worker'S Comp Ins On 2000 Sal
		3701	70,831.57	
		3702	34,650.79	
		<b>Total Contributions</b>	<b>1,282,296.92</b>	
Fund	09	SACS Object	Amount	
		1100	13,831.66	Teachers' Salaries
		1200	924.46	Cert Pupil Support Salaries
		<b>Total Labor</b>	<b>14,756.12</b>	
Fund	09	SACS Object	Amount	
		3101	2,496.74	STRS On 1000 Salaries
		3301	184.69	
		3401	1,622.00	
		3501	73.78	State Unemploy On 1000 Salary
		3601	252.74	Worker'S Comp Ins On 1000 Sal
		<b>Total Contributions</b>	<b>4,629.95</b>	

Fund 11	<b>SACS Object</b>	<b>Amount</b>	
	1200	8,679.59	Cert Pupil Support Salaries
	1300	11,520.83	Cert Suprvrs' & Admins' Sal
	2400	3,044.59	Clerical & Office Salaries
	<b>Total Labor</b>	<b>23,245.01</b>	
Fund 11	<b>SACS Object</b>	<b>Amount</b>	
	3101	3,417.91	STRS On 1000 Salaries
	3202	697.52	PERS On 2000 Salaries
	3301	290.53	
	3302	203.38	
	3401	1,254.92	
	3402	513.16	
	3501	100.99	State Unemploy On 1000 Salary
	3502	15.22	State Unemploy On 2000 Salary
	3601	346.00	Worker'S Comp Ins On 1000 Sal
	3602	52.14	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>6,891.77</b>	
Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	1300	2,214.79	Cert Suprvrs' & Admins' Sal
	2300	1,884.26	Class Suprvrs' & Admins' Sal
	<b>Total Labor</b>	<b>4,099.05</b>	
Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	3101	374.74	STRS On 1000 Salaries
	3202	431.68	PERS On 2000 Salaries
	3301	29.59	
	3302	144.14	
	3401	196.08	
	3402	15.49	
	3501	11.07	State Unemploy On 1000 Salary
	3502	9.42	State Unemploy On 2000 Salary
	3601	37.93	Worker'S Comp Ins On 1000 Sal
	3602	32.27	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>1,282.41</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	2200	25,007.82	Classified Support Salaries
	2300	24,363.77	Class Suprvrs' & Admins' Sal
	2400	17,481.64	Clerical & Office Salaries
	<b>Total Labor</b>	<b>66,853.23</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	3202	15,316.05	PERS On 2000 Salaries
	3302	5,025.39	
	3402	9,505.69	
	3502	334.29	State Unemploy On 2000 Salary
	3602	1,145.05	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>31,326.47</b>	

ESCAPE ONLINE



**TRACY**  
UNIFIED SCHOOL DISTRICT

## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** August 12, 2021  
**SUBJECT:** Approve Revolving Cash Fund Reports (July 2021)

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

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

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Revolving Cash Fund Reports (July 2021).

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

08/02/21

**TUSD**  
**REVOLVING CASH FUND**  
 July 2021

Date	Num	Name	Memo	Paid Amount
07/12/2021	9720	CALIFORNIA HIGHWAY PATROL	PO22-00236 FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
07/12/2021	9721	CALIFORNIA HIGHWAY PATROL	PO22-00236 FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
07/12/2021	9722	CALIFORNIA HIGHWAY PATROL	PO22-00236 FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
07/12/2021	9723	CALIFORNIA HIGHWAY PATROL	PO22-00236 FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
07/12/2021	9724	CALIFORNIA HIGHWAY PATROL	PO22-00236 FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
07/12/2021	9725	CALIFORNIA HIGHWAY PATROL	PO22-00236 FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
07/12/2021	9726	DEPARTMENT OF MOTOR VEHIC...	PO22-00246 Fees	
			01-0723-0-1110-3600-5800-840-9702	-33.20
			01-0724-0-5750-3600-5800-840-9702	-49.80
TOTAL				-83.00
07/12/2021	9727	DEPARTMENT OF MOTOR VEHIC...	PO22-00246 Fees	
			01-0723-0-1110-3600-5800-840-9702	-33.20
			01-0724-0-5750-3600-5800-840-9702	-49.80
TOTAL				-83.00



08/02/21

**TUSD**  
**REVOLVING CASH FUND**  
**July 2021**

Date	Num	Name	Memo	Paid Amount
07/12/2021	9728	DEPARTMENT OF MOTOR VEHIC...	PO22-00246 Fees	
			01-0723-0-1110-3600-5800-840-9702	-33.20
			01-0724-0-5750-3600-5800-840-9702	-49.80
TOTAL				-83.00
07/12/2021	9729	DEPARTMENT OF MOTOR VEHIC...	PO22-00246 Fees	
			01-0723-0-1110-3600-5800-840-9702	-33.20
			01-0724-0-5750-3600-5800-840-9702	-49.80
TOTAL				-83.00
07/12/2021	9730	DEPARTMENT OF MOTOR VEHIC...	PO22-00246 Fees	
			01-0723-0-1110-3600-5800-840-9702	-33.20
			01-0724-0-5750-3600-5800-840-9702	-49.80
TOTAL				-83.00
07/12/2021	9731	DEPARTMENT OF MOTOR VEHIC...	PO22-00246 Fees	
			01-0723-0-1110-3600-5800-840-9702	-33.20
			01-0724-0-5750-3600-5800-840-9702	-49.80
TOTAL				-83.00
07/23/2021	9732	TOGO'S	PO22-00689 TTIP MEETING	
			01-0000-0-0000-7150-4300-810-1001	-276.00
TOTAL				-276.00
07/23/2021	9733	DEPARTMENT OF PESTICIDE RE...	PO21-02265 EXAMS	
			01-8150-0-0000-8110-4300-800-59502	-700.00
TOTAL				-700.00



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** August 2, 2021  
**SUBJECT:** Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Teachers and Staff for the 2021-2022 School Year

**BACKGROUND:** Lesson Studies involve a group of individuals, of which all members have ownership in the lesson plan, are analyzing their own work, and revise the lesson. Based on their observations, data and reflections, and input from "knowledgeable others," teachers in the lesson study group revise the lesson. The lesson studies will target the area of language acquisition and literacy for students. The English Learner Strategies and Lesson Study Model promote English Language acquisition, academic achievement, and cross-cultural skills. Tied to the CA ELD standards, the model trains teachers to provide access to core curriculum using local district guidelines and curriculum.

**RATIONALE:** Beginning in the 2012-13 school year, approximately 183 Tracy Unified School District (TUSD) teachers PK-12<sup>th</sup> grade have been trained in and are using English Learner instructional strategies in their classrooms. This instructional model provides clear, practical strategies promoting positive, effective interactions among students and between teachers and students. The classroom-coaching model has proven to play an important role for teachers to better understand how to use the strategies and how to incorporate them into the curriculum in a meaningful manner. San Joaquin County Office of Education, Language and Literacy Department has agreed to provide lesson study cycles. This agenda item meets 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; 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:** The cost for the coaching/trainings will be funded by Title III: Five (5) ELD steering Committee days at \$1,600 per day for a total of \$8,000.00; Four (4) days of EL Professional Learning focusing on ELA/ELD using StudySync at \$1,600.00 per day for a total of \$6,400.00; Five (5) days with EL Admin Task Force at \$1,200 per half day for a total of 6,000; Twelve (12) days of ELA/ELD Professional Learning at North Elementary School for K-2 alignment of leveled

and guided reading, paraprofessional support, and foundational & ELD alignment at \$1,600.00 per day for a total of \$19,200.00. All services not to exceed \$39,600.

**RECOMMENDATION:** Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Teachers and Staff for the 2021-2022 School Year.

**Prepared by:** Maria Salazar, District EL Program Coordinator.

## MEMORANDUM OF UNDERSTANDING

### San Joaquin County Office of Education's Language & Literacy Department and Tracy Unified School District Memorandum of Understanding, 2021-2022 School Year

This Memorandum of Understanding represents the agreed upon services to be provided to Tracy Unified School District hereinafter referred to as Tracy Unified by San Joaquin County Office of Education's Language & Literacy Department hereinafter referred to as Language & Literacy.

Language & Literacy will provide Tracy Unified with the following professional learning and coaching:

#### District Professional Learning:

- 5 EL Steering Committee days @ \$1,600 per day for a total amount of \$8,000
- 4 days of EL professional learning focusing on ELA/ELD using StudySync @ \$1,600 per day for a total amount of \$6,400
- 5 meetings with the EL Admin Task Force @ \$1,200 per half day for a total of \$6,000

#### Elementary Professional learning with North:

- 12 days professional learning @ \$1,600 per day for a total of \$19,200 to include:
  - K-2 alignment of leveled and guided reading
  - Paraprofessional support
  - Foundational & ELD alignment

Language & Literacy will accept a purchase order in the estimated amount of \$39,600.

Changes regarding the dates of provision or the scope and/or nature of these services must be made by mutual agreement.

#### CERTIFICATION OF NON-EMPLOYMENT STATUS:

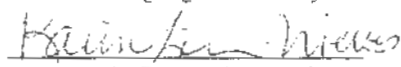
Language & Literacy certifies that at all times Language & Literacy is acting as an independent contractor and not an employee of Tracy Unified.

Tracy Unified agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and employees of the SJCOE against any and all claims which may result from this agreement.

Language & Literacy agrees to make no claim against Tracy Unified for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agree Language & Literacy is not entitled to any such benefits.

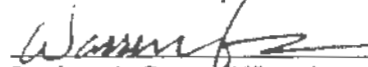
#### Signatures of Authorized Representatives:

Karin Linn-Nieves  
Director, Language & Literacy

  
San Joaquin County Office of  
Education

7/26/21  
Date

Warren Sun  
Division Director, Operations

  
San Joaquin County Office of  
Education

7/27/21  
Date

\_\_\_\_\_  
Associate Superintendent or Designee

\_\_\_\_\_  
Tracy Unified

\_\_\_\_\_  
Date



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** August 2, 2021  
**SUBJECT:** **Approve Master Contract (MC) for Nonpublic Agency (NPA) 360 Degree Customer, Inc. for Speech & Language Pathologists (SLP), Speech & Language Pathologist Assistants (SLPA), Occupational Therapists (OT), Special Education Teachers and an American Sign Language (ASL) Interpreter for the 2021-2022 School Year**

**BACKGROUND:** Special Education students may require Speech & Language Pathologists (SLP) and Speech & Language Pathologist Assistants (SLPA), Occupational Therapists (OT), and/or Special Education teacher services as part of their Individual Education Plan (IEP). These providers: SLP/SLPA, OT and Special Education teacher help improve student's academic development skills. Many of our Special Day class students have SLP/SLPA, OT or Special Education teacher services written into their IEP and several more are awaiting assessments. 360 Degree Customer, Inc. provides SLP/SLPA, OT and Special Education teacher services with a licensed provider as required by the student's IEPs.

**RATIONALE:** TUSD does not have access to licensed SLP/SLPA and OT. Unfilled TUSD Special Education teacher vacancies require contractors to fill these positions making it necessary to provide services through a contract arrangement. 360 Degree Customer, Inc. will provide Special Education services to students at their school sites. This agenda request supports 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 #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for the 2021-2022 regular school year and related services will not exceed \$3,500,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-0-5770-1110-5800-800-2542.

**RECOMMENDATION:** Approve Master Contract (MC) for Nonpublic Agency (NPA) 360 Degree Customer, Inc. for Speech & Language Pathologists (SLP), Speech & Language Pathologist Assistants (SLPA), Occupational Therapists (OT), Special Education Teachers and an American Sign Language (ASL) Interpreter for the 2021-2022 School Year.

Prepared by: Sean Brown, Director of Special Education.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** August 2, 2021  
**SUBJECT:** **Approve Master Contract (MC) for Nonpublic, Nonsectarian School (NPS) Services with Bayhill High School**

**BACKGROUND:** Board approval is requested to contract for Non-public school (NPS) placement for one student at Bayhill High School in Berkeley, CA. The District's Special Education administration would like to contract with Bayhill High School to provide the placement pursuant to a confidential settlement agreement. At this time, approval is necessary to remain compliant with the confidential settlement agreement.

**RATIONALE:** Districts must offer a continuum of services including, when necessary, placement at Non-Public Schools (NPS). This agenda request supports 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 #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for the 2021-2022 regular school year and related services will not exceed \$55,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Approve Master Contract (MC) for Nonpublic, Nonsectarian School (NPS) Services with Bayhill High School.

**Prepared by:** Sean Brown, Director of Special Education.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** August 2, 2021  
**SUBJECT:** **Approve Master Contract for Special Contract Services with Charis Youth Center for the 2021-2022 School Year**

**BACKGROUND:** Board approval is requested to contract for Non-Public School (NPS) placement of Special Education students at Charis Youth Center in Grass Valley, CA. The District's Special Education administration would like to contract with Charis Youth Center for the 2021-2022 school year to provide to provide placement pursuant to students and their IEP. At this time, approval is necessary to remain compliant with the IEP.

**RATIONALE:** District must offer a continuum of services including, when necessary, placement at Non-Public schools. This agenda request supports 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 #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for this contract are billed at \$100,000.00 (200 days). Total contract expenses will not exceed \$100,000.00. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account #01-6500-5750-11-5800-800-2542.

**RECOMMENDATION:** Approve Master Contract for Special Contract Services with Charis Youth Center for the 2021-2022 School Year.

**Prepared by:** Sean Brown, Director of Special Education.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** August 4, 2021  
**SUBJECT:** Approve Master Contract (MC) for Nonpublic, Nonsectarian Agency (NPA) Services with Educational Professionals of Central California

**BACKGROUND:** Board approval is requested to contract with Non-public Agency (NPA) services with Educational Professionals of Central California. The District's Special Education administration would like to contract with Educational Professionals of Central California to provide services as part of the individualized education plan (IEP). Approval at this time is necessary pursuant to individual student needs as indicated in student IEPs.

**RATIONALE:** Districts must offer a continuum of services including, when necessary, placement at NPA. This agenda request supports 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 #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for the 2021-2022 regular school year and related services will not exceed \$9,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Approve Master Contract (MC) for Nonpublic, Nonsectarian Agency (NPA) Services with Educational Professionals of Central California.

**Prepared by:** Sean Brown, Director of Special Education.





## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** August 2, 2021  
**SUBJECT:** Approve Agreement for Special Contract Services with Valley Community Counseling for Licensed Marriage and Family Therapist for the 2021-2022 School Year

**BACKGROUND:** Under the provisions of AB 114, school districts must now provide any mental health services necessary for students with disabilities to receive Free and Appropriate Public Education (FAPE) or benefit from the special education program. Valley Community Counseling will provide licensed marriage and family therapists to provide individual and group counseling, primarily at the high schools. Valley Community Counseling will also provide mental health services to parents as indicated through the IEP process and as necessary for Special Education students to receive a Free and Appropriate Public Education (FAPE) as required by AB 114. Board Approval is necessary in order to stay in compliance with legal IEP timelines.

**RATIONALE:** School districts are now required to provide mental health evaluations and concurrent behavior analysis to children with IEPs. Tracy Unified School District (TUSD) is utilizing outside sources to provide training to current psychologists as well as consultation for higher levels of need that TUSD must service under the AB 114 regulations. This request supports 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:** Expenses for this contract are billed at \$70.00 per hour. The district is expecting a need of 70 hours per week. Total contract expenses will not exceed a total of \$215,000.00 for the fiscal year beginning July 1, 2021 and ending June 30, 2022. Funding for Mental Health expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Valley Community Counseling for Licensed Marriage and Family Therapist for the 2021-2022 School Year.

**Prepared by:** Sean Brown, Director of Special Education.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** August 4, 2021  
**SUBJECT:** Approve Master Contract (MC) for Nonpublic, Nonsectarian Agency (NPA) Services with Speech Therapy and Accent Group Inc.

**BACKGROUND:** Board approval is requested to contract with Non-public Agency (NPA) services with Speech Therapy and Accent Group Inc. The District's Special Education administration would like to contract with Speech Therapy and Accent Group to provide services as part of the individualized education plan (IEP). Approval at this time is necessary pursuant to individual student needs as indicated in student IEPs.

**RATIONALE:** Districts must offer a continuum of services including, when necessary, placement at NPA. This agenda request supports 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 #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for the 2021-2022 regular school year and related services will not exceed \$5,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Approve Master Contract (MC) for Nonpublic, Nonsectarian Agency (NPA) Services with Speech Therapy and Accent Group Inc.

**Prepared by:** Sean Brown, Director of Special Education.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** August 13, 2021  
**SUBJECT:** Approve Funding for VirtualJobShadow.com and Unique Learning System Online Platform

**BACKGROUND:** Board approval is requested to fund VirtualJobShadow.com and Unique Learning System Online Platform. VirtualJobShadow.com is an inclusive resource that serves special education, transition, and workability programs throughout California and nation-wide. This platform utilizes career shadowing videos/profiles, life skills videos, career assessments, and other tools to help students achieve their IEP goals. It's adaptivity, such as compatibility with free text-to-speech readers and featuring of students of all abilities, makes the platform accessible to users of all reading and learning levels. Unique Learning System is an online platform intended to supplement reading and math curriculum for non-diploma track special education students in grades 9-12 and special education students in the Tracy Young Adult Program.

**RATIONALE:** Districts must offer a continuum of services including, when necessary, services and placement. This agenda request supports 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 #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for VirtualJobShadow.com and Unique Learning System Platform for the 2021-2022 and 2022-2023 regular school year will not exceed \$35,189.86. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Approve Funding for VirtualJobShadow.com and Unique Learning System Online Platform.

**Prepared by:** Sean Brown, Director Special Education.

P: 888.908.4924

F: 828.348.1770

E: INVOICING@STRIVVEN.COM  
VirtualJobShadow.com is a division of Strivven Media

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

**Attention** Sophy Reese

**Project** 2-Year VirtualJobShadow.com Site  
License for Students at 4 Schools at  
Tracy Unified School District

**Sales Rep** Lillian Shaw

**Email** lshaw@strivven.com

**Phone** 888-908-4924 ext. 5

**Date** Jul 21, 2021

**\*\*This is for a 2 year contract with the  
first year represented on lines 1-3 and  
the second year represented on lines  
4-6. Line 7 is for both years.**

**Total: \$ 27,643.50**

Qty	Item	Description	Term	Unit Price	Total
1	VirtualJobShadow.com Site License	Year 1- Password-protected access to VirtualJobShadow.com for the following tier 1 school(s): Tracy Young Adult Program	2 Year	\$ 1,925.00	\$ 1,925.00
1	VirtualJobShadow.com Site License	Year 1- Password-protected access to VirtualJobShadow.com for the following tier 4 school(s): John Kimball High School	2 Year	\$ 2,975.00	\$ 2,975.00
2	VirtualJobShadow.com Site License	Year 1- Password-protected access to VirtualJobShadow.com for the following tier 6 school(s): Tracy High School, West High School	2 Year	\$ 3,625.00	\$ 7,250.00
1	VirtualJobShadow.com Site License	Year 2- Password-protected access to VirtualJobShadow.com for the following tier 1 school(s): Tracy Young Adult Program	2 Year	\$ 2,117.50	\$ 2,117.50
1	VirtualJobShadow.com Site License	Year 2- Password-protected access to VirtualJobShadow.com for the following tier 4 school(s): John Kimball High School	2 Year	\$ 3,272.50	\$ 3,272.50
2	VirtualJobShadow.com Site License	Year 2- Password-protected access to VirtualJobShadow.com for the following tier 6 school(s): Tracy High School, West High School	2 Year	\$ 3,987.50	\$ 7,975.00
8	Implementation and Success Services	Years 1-2 (4 Implementation and Success Services per Year): Includes account set up, customized success plan, staff product training, ongoing support and much more to ensure successful product adoption. See next page for more detail.	2 Year	\$ 650.00	\$ 5,200.00

**Sub Total: \$ 30,715.00**

10% discount for two-year purchase (\$3,071.50).

**Discount: \$ 3,071.50****Total: \$ 27,643.50****NOTES:****ORDERING:**

Please FAX Purchase Order to:

F: 828.348.1770

Or MAIL Purchase Order to:

STRIVVEN MEDIA, LLC  
1280 HENDERSONVILLE RD.  
ASHEVILLE, NC 28803

**If you have any questions regarding  
this quote please do not hesitate to  
contact us. This quote is valid for 30  
days.**

**Thank you!**

## Implementation and Success Services

The entire Strivven Media team is committed to helping your school or organization embrace the greatest value with VirtualJobShadow.com, VJSJunior.com and LifePath. To ensure your experience is successful, we guide you through the implementation and adoption processes with deliberate supports. These supports lead to sustained success with your selected product(s). Below is a detailed guide showing how our team of experts will support you throughout the duration of your license.

### Services Include:

- **Dedicated Account Manager**

From day one, you'll work closely with a dedicated Account Manager who becomes your school or organization's champion. Your Account Manager supports you annually and through every stage, from implementation and training, through adoption, to transformation!

- **Customized Success Plan**

Your Sales Representative and Account Manager team up to guide you in creating a personalized success plan. We gather all information, handle logistics, schedule trainings, develop goals, set targets, you name it! No stone is left unturned.

- **Account Set Up & Maintenance**

We know how excited you are to get your staff and students/clients up and running! Guess what- so are we! Whether through bulk uploads, Single Sign On (SSO) integration, or Rostering, your Account Manager will ensure that you are ready to roll.

- **Ongoing Customer Support (via phone, email, and chat)**

Throughout the term of your license, your entire staff has access to our friendly, knowledgeable customer support team, Monday-Friday, 8AM-8PM ET. Customer Service staff are on site in Asheville, NC, easy to reach by phone, and very helpful.

- **Roadmaps, Best Practices & Much More!**

Want to know how other schools like yours are using our products? Need a 4-week Roadmap or cross-curricular alignments to get you started? We provide you with a treasure trove of helpful materials that will transform your adoption while energizing your staff!

- **Product Training & Workshop Webinars**

We provide frequent product trainings and in-depth feature Webinars all year long. Your staff has unlimited access to any of these and can register anytime. If the times offered aren't convenient, we'll add some webinars just for you!

- **Media Kit & Promotional Materials**

Because you'll want to notify community stakeholders, including parents and local business partners, about how your school/organization is preparing the next generation for 21st century careers, we're happy to provide you with digital VirtualJobShadow.com and VJS Junior.com flyers and posters that you can print for distribution. We can also provide you with a media kit so you can share our logos on your website, write press releases for local media, and spread the news about our partnership.

### Additional Services

Please ask your Account Manager for more information, including fees, about the following options:

- **On-Site Training**

We offer face-to-face product training at your location to clients desiring greater implementation proficiency. Live training is ideal for anyone who may require additional support in building a collective excitement with staff around the integration of our products.

- **Train-the-Trainer services**

Want to visit our headquarters in beautiful Asheville, NC and receive in-depth training with our expert staff? This solution is ideal for clients desiring a more personalized, intensive approach for the staff technology instructor.

- **Consultative Support**

Are you seeking deeper and more intentional cross-curricular and instructional supports that empower your district team to either build out a series of personalized career lessons or to detail how your purchased resources support current pacing guides and local curriculum? If so, Consultative Support is for you. This service moves beyond initial training and best practices to jointly reflect on current roadmaps and pacing guides to see how product adoption enhances those resources.

- **Promotional Materials for Purchase**

If you would like to order more promotional items branded with our logos, including magnets, stickers, draw string bags, pens, pencils, etc, your Account Manager will be happy to provide you with a catalogue.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** July 21, 2021  
**SUBJECT:** **Ratify Master Contract (MC) for Nonpublic, Nonsectarian School Services with KidzJet, Inc. for Transportation Services for Special Education Students for the 2021-2022 School Year**

**BACKGROUND:** Board approval is requested to contract with KidzJet, Inc. to transport students with special needs. The District's Special Education Administration would like to contract with KidzJet, Inc. to provide transportation of special education students to a Non-Public School for the 2021-2022 school year.

**RATIONALE:** Districts must offer transportation of services including, when necessary, services to transport. This agenda request supports 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 #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for the 2021-2022 regular school year for transportation to Non-Public School will not exceed \$250,000.00 for transportation services. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Master Contract (MC) for Nonpublic, Nonsectarian School Services with KidzJet, Inc. for Transportation Services for Special Education Students for the 2021-2022 School Year.

**Prepared by:** Sean Brown, Special Education Director.

# 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 KidzJet, Inc., 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: Will provide curb-to-curb transportation services for Tracy Unified School District students to and from their Non-Public School of attendance.
- 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 177 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location Sierra Vista.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 1250.00 per [ ] HOUR [X] DAY [ ] FLAT RATE, not to exceed a total of \$ 250,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging 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 August 16, 2021, and shall terminate on May 27, 2022.
5. This agreement may be terminated at any time during the term by either party upon 10 (ten) 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, Sean Brown, at (209) 830-3270 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

### Transportation Agreement for the 2021-2022 School Year

This Transportation Agreement ("Agreement") is a contract between KidzJet, Inc. ("KidzJet") and **Tracy Unified School District** ("School") by which KidzJet agrees to provide scheduled transportation services to School's students pursuant to the following terms and conditions:

1. KidzJet agrees to provide transportation to and/or from the designated locations for the agreed upon dates of service. Pick up and drop off schedule is noted in item # 1. KidzJet transportation services shall be provided in accordance with California and local laws and regulations.
2. KidzJet represents that the transportation services provided pursuant to this contract are exempt from California Public Utilities Commission regulation pursuant to Public Utilities Code Section 226(b), which provides that "(b) 'Passenger stage corporation' does not include that part of the operations of any corporation or person engaged in the ownership, control, operation, or management of any passenger stage over any public highway in this state, whether between fixed termini or over a regular route or otherwise, engaged in the transportation of any pupils or students to and from a public or private school, college, or university, or to and from activities of a public or private school, college, or university, where the rate, charge, or fare for that transportation is not computed, collected, or demanded on an individual fare basis."
3. KidzJet can outsource a portion of the services provided under this Agreement to a third-party, including KidzJet partners, on the condition that: a. KidzJet retains co-responsibility for all aspects of said third-party's acts or omissions; b. the third-party fully complies with all applicable laws, regulations and ordinances; and c. the third-party carries the same types and levels of insurance as described in paragraph 9 below, and KidzJet provides School with copies of the policies as well as any riders or changes to the policies. It is KidzJet's exclusive responsibility to ensure that it contracts with a third-party that the relationship is, in fact, a bona fide independent contractor, and neither the third-party nor those providing services through the third-party are serving as common law employees of School. The parties recognize that School is not in the business of providing transportation for its students to and from their residences and the school. KidzJet agrees to indemnify and hold the School harmless from any claim made by its third-party contractor as well as any employee of or contracting individual with the third-party.
4. KidzJet does not provide specialized equipment (such as special or adapted buses, lifts, and ramps), and may not be required to provide special transportation for a child with a disability under this Agreement.
5. KidzJet will strive to provide on-time services; however, under no circumstance shall KidzJet, its employees or its contractors transport School's students in an unsafe or reckless manner or violate any driving laws or ordinances. Likewise, KidzJet's drivers shall not use a cell phone or engage in text messaging while driving. If necessary to do

so, the driver must pull over in a safe manner and park the vehicle before using the phone or texting. KidzJet pick up and drop off time estimates are +/- 15 minutes of scheduled time(s) and can vary based on traffic flow and weather conditions, and thus are subject to change. Other contingencies like traffic congestions, accidents along the route and other students being late can also cause delays, which are beyond KidzJet control. KidzJet shall not be held responsible for such delays. KidzJet will inform the School administrator if there is a delay.

6. Seat belts or child restraint chairs are required for all passengers on KidzJet vehicles. KidzJet reserves the right to terminate transportation for any child that does not cooperate with the use of seat belts or car seats. All discipline problems shall be reported to the School in writing following completion of the route. Procedures and regulations for the administration of discipline shall be established cooperatively between the School and KidzJet.
7. Kidzjet is not liable for the health, safety or welfare of School's students once they are dropped at the agreed destination; however, Kidzjet shall not leave any student unattended.
8. Any damage to Kidzjet property/vehicle caused by a rider is the responsibility of the School.
9. COVID-19: Given COVID-19 outbreak, we require all riders and Kidzjet employees to follow safety guidelines published by State, County and CDC. These guidelines include:
  1. Personal Protective Equipment: It's required that all students and driver at all times are required to wear face coverings and proper personal protective equipment during ride and while getting in and out of the van.
  2. Kidzjet will require all students to follow CDC and local guidelines by keeping student home if they show symptoms of COVID-19. Kidzjet can check the rider temperature using infra-red electronic equipment. Kidzjet has the right to refuse ride to any student if they show symptoms of COVID-19 or refuse to follow the Kidzjet van rules.
  3. All students will be required to follow safe distancing. Student can only be seated in assigned seats and will not be allowed to move around during the ride.
  4. All students will follow safe distancing guidelines when getting in and out of the van.
  5. School and student will have responsibility to inform Kidzjet about any student/teacher if they test positive for COVID-19 or came in contact with someone who has been tested positive. Kidzjet will share the same information with the school about its employees.
  6. Students should only ride at their own risk knowing that they may be at the risk of exposure to COVID-19. These are unprecedented circumstances and Kidzjet is not liable for any damage whatsoever. Please refer to COVID-19 Waiver form. Only riders who have signed the waiver will be allowed to ride the van,

10. **Insurance:** KidzJet shall provide, pay for and maintain in effect during the term of this Agreement, insurance as follows: a. Workers Compensation as required by law to a minimum of \$1,000,000 per occurrence; b. General Commercial Liability and Property Damage Insurance in the minimum aggregate amount of \$ 2,000,000; c. Commercial Automobile Liability Insurance to a minimum of \$1,500,000 per occurrence. The policies shall not be claims-made. The policies shall provide for thirty (30) day written notice of cancellation or material change. Within five (5) days of the execution of this Agreement, KidzJet shall provide School with a certificate of such insurance policies on which School is named as additional insured. The obligation to carry insurance shall not limit or modify any other obligations assumed by KidzJet under this Agreement. School shall not be under any duty to examine such insurance certificate(s) or to advise KidzJet in the event the insurance is not in compliance with the terms of this Agreement. However, KidzJet shall provide School with current copies of all of the above insurance policies upon School's request, including any changes or riders to any of the policies.
10. **Indemnification:** To the fullest extent permitted by law, KidzJet shall indemnify and hold harmless, and at School's option, defend the School, and its Board of Trustees, employees, representatives, and agents from and against any and all suits, actions, legal proceedings, claims, demands, damages, losses and expenses including attorneys' fees, arising out of or resulting from the acts or omissions by KidzJet, including a claim, damage, loss or expense attributable to: (1) bodily injury, sickness, disease or death to any person, including the School's staff, KidzJet's employees, contractors, subcontractors, agents, representatives, guests or invitees; (2) injury to or destruction of property (including property of the KidzJet or the KidzJet's employees, contractors, subcontractors, agents, representatives, guests or invitees); (3) claims of liens from the KidzJet's employees, contractors, subcontractors, agents, representatives, guests or invitees; or (4) the presence of hazardous, toxic, or petroleum products resultant from the KidzJet's activities or the activities of the KidzJet's employees, contractors, subcontractors, agents, representative, guests or invitees, but only to the extent caused in whole or in part by acts or omissions of the KidzJet or the KidzJet's employees, contractors, subcontractors, agents, representatives, guests or invitees, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to any person or party described in this paragraph. Kidzjet agrees to comply with all requirements of federal, state or local law, ordinances rules or regulations and shall indemnify, defend and hold blameless the School from and against any liabilities or claims arising out of or from any alleged breach of such laws, ordinances, rules or regulations in the performance of KidzJet's services under this Agreement. The terms of this indemnity shall survive the expiration, or earlier termination, of this Agreement. Within five (5) days of the execution of this Agreement, the KidzJet shall provide the School with a certificate of such insurance policies as well as the policies if so requested by the School.

11. KidzJet represents and warrants that:

- a. KidzJet follows all California Public Utilities Commission and California Department of Motor Vehicles guidelines for children's transportation.
- b. All KidzJet drivers (i) go through a strict background check and registered with Trustline (the California state authorized screening program with access to fingerprinting records at the California Department of Justice and the FBI; (ii) are pre-screened and periodically tested for drugs and alcohol; (iii) hold clean driving records; (iv) are enrolled in the Pull Notice Program; (v) receive periodic safety training; (vi) will abide by the rules of the road; (vii) are periodically trained and tested on their understanding of the vehicles that they operate for KidzJet; (viii) are required to perform daily inspections; and (ix) are First Aid certified; and.
- c. KidzJet performs all of the above checks on its drivers before hiring and randomly throughout each driver's employment.

12. Management Personnel: KidzJet shall designate a permanent regular, manager/supervisor to be directly responsible for the provision of all services required in this contract. The manager/supervisor will be responsible for providing safe and efficient transportation services required by this Agreement and will supervise necessary support staff required for on-site management. This person shall work with ("School") Designee for purposes of service coordination. KidzJet shall inform the School of the name(s) and business address(s) of such management personnel.

13. Term of Agreement: The term of this Agreement shall coincide with the School's regular calendar school year, which initially is from 08/16/2021 through 05/27/2021. The Agreement shall automatically terminate on 05/28/2021, unless the parties expressly agree in writing to extend the Agreement for an additional year. Further extensions of this Agreement shall be subject to the parties agreeing in writing for each such extension on a year-by-year basis.

14. Termination: Either party may cancel this Agreement at any time by giving a 30-day written notice. School may terminate in lieu of notice by paying KidzJet the lesser of the equivalent of 30 days' notice or the balance of the contract term. Service will be terminated with immediate effect if Kidzjet driver/employee or student on the van directly or indirectly came in contact with someone who has been tested positive for COVID-19. Service will only resume once it's safe per CDC guidelines, and its determined that resuming service will not jeopardize health and safety of students and Kidzjet employees. This Agreement shall be governed by the laws of the State of California with venue in the County of San Mateo.

15. All services are to be paid pursuant to the agreed upon payment schedule and are nonrefundable. KidzJet cannot provide refunds or credit for any reason, including student absences, cancellations, sick days, expulsions or suspensions during a billing month.

16. Payment Terms and service charges:

- a. The parties agree that KidzJet shall invoice School monthly based on 177 service days. The daily rate shall be \$1,250.00 per day and \$221,250.00 for the 2021-2022 school year plus monthly disinfecting fee.

Month	Service Days	Amount
August 2021	12	\$15,000.00
September 2021	21	\$26,250.00
October 2021	21	\$26,250.00
November 2021	15	\$18,750.00
December 2021	13	\$16,250.00
January 2022	20	\$25,000.00
February 2022	17	\$21,250.00
March 2022	23	\$28,750.00
April 2022	15	\$18,750.00
May 2022	20	\$25,000.00
<b>TOTAL</b>	<b>177</b>	<b>\$221,250.00</b>

- b. **Billing:** All billing is done electronically on a monthly basis. Full payment must be made by due date established on an electronic invoice in order to provide service. Payment will be due and payable within ten (10) days from the date of receipt of invoice. Processing fee of 3.4% will be charged for the credit card payment. If School pays by check, the check shall be payable to "KidzJet, Inc." and mailed to: 951 Mariners Island Blvd. Suite # 300, San Mateo CA 94404.
- c. **Late Fee:** A late fee of 10% will be charged by KidzJet to School if invoice is not paid within 30 days of the invoice date.
- d. **Deposit:** Not applicable
- e. **Clean-Up Fee:** No food or colored drinks are allowed to be consumed in a KidzJet van by School's students. At KidzJet's discretion, School will be charged up to \$200.00 for each incident by a student, such as a spill or sickness, requiring a special cleaning of a van.
- f. **Route Add/Change Fee:** After two weeks of start of the contract, any changes to route pickup/drop-off location, change in pickup/drop-off time, addition or deletion of new routes will be charged with a \$50/hour administration fee. Kidzjet will communicate to the school these charges once we receive the change request. Only after approval of admin fee the changes will be made. Admin charges will be billed with monthly invoice.

- g. No-show/ Missing adult at drop off: Student safety is of utmost importance to us. If student is unable to be left at the specified drop-off location due to being locked out, an adult not being there upon arrival, unforeseen changes in your child's extracurricular activities, etc., KidzJet will contact the School to get an alternative drop off location. There will be, however, a \$25.00 surcharge if the driver has to wait for more than 10 minutes. Additional charge of \$5.00/minute will be applied for every minute after first 10 minutes. We request that School have a back-up plan for these situations.
- h. COVID-19 Disinfection Charges: Due to COVID-19 outbreak all vans will be disinfected after every route. This requires detailed disinfection of frequently used surfaces like seat belts, seat covers, windows, handles, etc. An additional disinfection fee will be charged for \$160.00 per month per van. These charges will be applied until CDC removes these restrictions.

17. Routes Description:

MORNING SHUTTLE

Pick up Location # 1: **James Williams**, 487 Debra Lee Court, Tracy CA 95376

Pick up Time: 6:23 AM

Pick up Location # 2: **Alilyana Duran**, 1725 Countrywood Lane, Tracy CA 95376

Pick up Time: 6:35 AM

Pick up Location # 3: **Nehemiah & Xaiden McClain**, 2955 Ferndown Lane, Tracy CA 95377

Pick up Time: 6:42 AM

Pick up Location # 4: **Max Bacigalupi**, 1271 Nutcracker Court, Tracy CA 95376

Pick up Time: 6:59 AM

Pick up Location # 5: **Tylan Thang**, 82 Edward Court, Tracy CA 95376

Pick up Time: 7:05 AM

Drop off Location: **Kirk Baucher School**, 2524 Finney Road, Modesto, CA 95358

Drop off Time: 7:45 AM

**AFTERNOON SHUTTLE**

Pick up Location: Kirk Baucher School, 2524 Finney Road, Modesto, CA 95358

Pick up Time: 2:35 PM

Drop off Location # 1: Max Bacigalupi, 1271 Nutcracker Court, Tracy CA 95376

Drop off Time: 3:16 PM

Drop off Location # 2: Tylan Thang, 82 Edward Court, Tracy CA 95376

Drop off Time: 3:22 PM

Drop off Location # 3: Alilyana Duran, 1725 Countrywood Lane, Tracy CA 95376

Drop off Time: 3:31 PM

Drop off Location # 4: Nehemiah & Xaiden McClain, 2955 Ferndown Lane, Tracy CA 95377

Drop off Time: 3:38 PM

Drop off Location # 5: James Williams, 487 Debra Lee Court, Tracy CA 95376

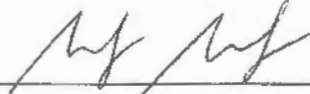
Drop off Time: 3:52 PM

The parties shall establish route pick-up and drop-off times and locations for each van. Any changes to the pickup and/or drop off details shall be subject to the parties' mutual agreement and may result in additional charges. Additional vans can be added or eliminated on one week's notice at the same rate. A request for an additional van is subject to availability.

18. Notices: Notices to either party to this Agreement shall be by both email and overnight mail to the other party to their last known address. A notice to the School shall be addressed to the School's Director of Operations.
19. Severability: If one or more of the provisions of this Agreement is deemed void by law, the remaining provisions will continue in full force and effect.
20. Scope of Agreement: This Agreement is the complete agreement between School and KidzJet, and supersedes all prior oral and/or written representations or agreements. Any future changes to this Agreement must be in writing and signed by both the undersigned parties. There are no implied promises, obligations, covenants or guarantees in connection with this Agreement. Duly authorized representatives of the School and KidzJet have read this Agreement, understand it and agree to its terms as stated above.



Tracy Unified School District

Signature 

Name Rob Peadar

Title Associate Superintendent

Dated: 8/13/21

KidzJet, Inc.

Signature \_\_\_\_\_

Name \_\_\_\_\_

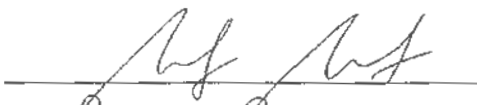
Title \_\_\_\_\_

Dated: \_\_\_\_\_

**COVID-19 Waiver Form**

With full awareness and appreciation of the risks involved, I on behalf of **Tracy Unified School District**, including students, parents, employees, contractors, teachers, executors, administrators, assigns, and personal representatives hereby forever release, waive, discharge, and covenant not to sue the Kidzjet Inc, its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party performing routes for Kidzjet or using Kidzjet equipment, or otherwise, while in, on, or around the Kidzjet employees and/or while using any Kidzjet vans facilities, tools, equipment, or materials.

Tracy Unified School District

Signature   
Name Rob Peet  
Title Associate Superintendent  
Dated: 8/13/21



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** August 16, 2021  
**SUBJECT:** Ratify Master Contract (MC) for Nonpublic Agency (NPA) ATX Learning for Special Education Teachers for the 2021-2022 School Year

**BACKGROUND:** Special Education students may require Special Education teacher services as part of their Individual Education Plan (IEP). These providers: Special Education teachers help improve student's academic development skills. Many of our Special Day class students have Special Education teacher services written into their IEP and several more are awaiting assessments. ATX Learning provides Special Education teacher services with a licensed provider as required by the student's IEPs.

**RATIONALE:** Unfilled TUSD Special Education teacher vacancies require contractors to fill these positions making it necessary to provide services through a contract arrangement. ATX Learning will provide Special Education services to students at their school sites. This agenda request supports 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 #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for the 2021-2022 regular school year and related services will not exceed \$2,000,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-0-5770-1110-5800-800-2542.

**RECOMMENDATION:** Ratify Master Contract (MC) for Nonpublic Agency (NPA) ATX Learning for Special Education Teachers for the 2021-2022 School Year.

**Prepared by:** Sean Brown, Director of Special Education.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** August 16, 2021  
**SUBJECT:** Ratify Master Contract (MC) for Nonpublic, Nonsectarian School Services with Anova Center for Education for the 2021-2022 School Year and Approve Attorney Fee Per Confidential Settlement Agreement

**BACKGROUND:** Board approval is requested to contract for Non-Public School (NPS) placement of Special Education Students at Anova Center for Education in Concord, CA in addition to attorney fees. The District's Special Education Administration would like to contract with Anova Center for Education for the 2021-2022 school year to provide educational placement for one student pursuant to a confidential settlement agreement.

**RATIONALE:** Districts must offer a continuum of services including, when necessary, services and placement. This agenda request supports 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 #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Per the settlement agreement, expenses for the 2021-2022 regular school year and related services will not exceed \$62,590.00 for educational placement and \$27,000.00 in attorney fees. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Master Contract (MC) for Nonpublic, Nonsectarian School Services with Anova Center for Education for the 2021-2022 School Year and Approve Attorney Fee Per Confidential Settlement Agreement.

**Prepared by:** Sean Brown, Special Education Director.



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** August 13, 2021  
**SUBJECT:** Accept 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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Hagerty, Siobhan Preschool SDC	HES	8/10/2021	Personal
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Miller, Cydney 3 <sup>rd</sup> grade	NES	8/11/2021	Personal
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Patrick, Kelle 8 <sup>th</sup> grade	KES	8/12/2021	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:****CLASSIFIED RETIREMENTS**NAME/TITLESITEEFFECTIVE  
DATEREASONDukes, Stephen  
Food Service Warehouse  
Delivery Driver

Warehouse

9/11/21

Retirement

Everhart, Cynthia  
Facility Use Coordinator

MOT

11/1/21

Retirement

Morris, Tami  
Custodian I

MOT

8/31/21

Retirement

**BACKGROUND:****CLASSIFIED RESIGNATION**NAME/TITLESITEEFFECTIVE  
DATEREASONAzevedo, Sonia  
Clerk Typist I

Williams

5/28/21

Personal

Barnes, Alicia  
School Supervision Assistant

Villalovoz

7/29/21

Resigned 1 hour  
SSA positionBurroughs, Rachel  
IEP Para Educator I

Williams

8/6/21

Accepted Para  
Educator I (PE)  
positionCaulfield, Michael  
Utility Person III

MOT

8/15/21

Accepted School  
Security Person II  
position

Chavez, Elizabeth Food Service Worker	Poet	8/3/21	Resigned 1 hour FSW position
Citarelli, Shanta Special Ed Para Educator I	Hirsch	7/28/21	Personal
Diaz, Millie Bilingual Para Educator I	Monte Vista	8/6/21	Personal
Duarte, Norma School Supervision Assistant	Hirsch	8/19/21	Personal
Garcia, Mariana School Supervision Assistant	Williams	8/5/21	Accepted SSA w/ more hrs
Garza, Victoria Para Educator I	Jacobson	7/26/21	Accepted Registrar position
Garza, Victoria Registrar	Tracy Charter	8/3/21	Personal
Godinez, Lesly Para Educator I	Freiler	8/5/21	Accepted Para Educator position w/more hours
Golden, Michele Food Service Worker	Kimball	8/5/21	Accepted a FSW position at a different site
Heizer, Tracy Para Educator I	Villalovoz	8/5/21	Accepted Para Educator I (PE) position
Mendonca, Stephanie Para Educator I	Freiler	8/5/21	Accepted a Para Educator position w/more hours
Morreira, Patrick Bus Driver/Custodian/Grounds	MOT	8/1/21	Accepted Utility Person III
Murray, Philip Special Ed Para Educator I	Kimball	8/6/21	Personal
Nisbet, Michelle Para Educator I	Freiler	8/5/21	Accepted Clerk Clerk Typist I

			position
Nisbet, Michelle Clerk Typist I	Freiler	8/5/21	Accepted Clerk Typist I position w/ more hours
Rodriguez, Jami Preschool Instructor	Villalovoz	8/4/21	Personal
Salazar, Tina Food Service Worker	West High	8/5/21	Accepted a FSW position with less hrs
Woodard, Jayne Para Educator I	North	8/5/21	Accepted Clerk Typist I position

**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:** August 13, 2021  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

### BACKGROUND:

Mesones, Maria

### MANAGEMENT/CLASSIFIED CONFIDENTIAL

DEC/ Special Education- Program Specialist  
(Replacement)  
LME, "A", 47  
\$111,174.35  
Fund: General

### BACKGROUND:

Bennett, Sara

### CERTIFICATED

North School- 2<sup>nd</sup> Grade Teacher  
(Replacement)  
"A", Class I, Step 1  
\$51,089.06  
Fund: General

Freitas, Jackie

Williams Middle School- RSP ()  
"A". Class I, Step 1  
\$52,219.00  
Fund: General

Gadepalli, Viyalakshmi

Art Freiler School- Science Teacher  
(Replacement)  
"A", Class I, Step 1  
\$51,089.06  
Fund: General

Hidalgo, Breanna  
Central Elementary School- Kinder ()  
"A", Class I, Step 1  
\$51,371.32  
Fund: General

Huerta, Yesenia  
Tracy High School- Agriculture  
(Replacement)  
"A", Class I, Step 1  
\$50,242.28  
Fund: General

Nijjar, Harpreet  
Art Freiler- Math (Replacement)  
"B", Class V, Step 1  
\$56,852.37  
Fund: General

Price, Rustin  
West High School- P.E. Teacher  
(Replacement)  
"A", Class I, Step 1  
\$51,089.06  
Fund: General

Terry, Jill  
North School- 3<sup>rd</sup> Grade Teacher  
(Replacement)  
"B", Class III, Step 1  
\$52,894.50  
Fund: General

**BACKGROUND:**

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

Kincaid, Nathan  
District Truancy Officer (New)  
Student Services  
8 hours per day  
Range 18, Step A LMH - \$32.52 per hour  
Funding: ESSER II

**BACKGROUND:**

**CLASSIFIED**

Burroughs, Rachel	Para Educator I (PE) (Replacement) Williams 6 hours per day Range 24, Step E - \$18.72 per hour Funding: General Fund Unrestricted
Caulfield, Michael	School Security Person II (Replacement) West High 8 hours per day Range 25, Step E - \$24.20 per hour Funding: General Fund
Contreras, Irma	Bilingual Para Educator I (Replacement) West High 8 hours per day Range 24, Step A - \$15.56 per hour Funding: IASA-TITLE I BAS GRANTS LOW INC
De Bravo, Llanet	Food Service Worker (Replacement) West High 4 hours per day Range 22, Step C - \$16.28 per hour Funding: Child Nutrition – School Program
Enrique Estrada	Utility Person III (Replacement) MOT 8 hours per day Range 38, Step C - \$23.67 per hour Funding: ELO Grant, General Fund Unrestricted, Ongoing and Major Maintenance
Evans, Justin	Para Educator I (PE) (Replacement) North 6 hours per day Range 24, Step A - \$15.56 per hour Funding: General Fund
Falcon Robles, Jhennyfer	Utility Person II (Replacement) MOT 8 hours per day Range 35, Step A - \$20.10 per hour Funding: General Fund
Garcia, Mariana	School Supervision Assistant (Replacement)

	North 3.5 hours per day Range 21, Step E - \$17.44 per hour Funding: General Fund
Godinez, Lesly	Para Educator I (New) Freiler 4 hours per day Range 24, Step C - \$17.07 per hour Funding: IASA-TITLE I BAS GRANTS LOW INC
Golden, Michele	Food Service Worker (Replacement) Tracy High 4 hours per day Range 22, Step E - \$17.87 per hour Funding: Child Nutrition – School Program
Heizer, Tracy	Para Educator I (PE) (Replacement) George Kelly 6 hours per day Range 24, Step E - \$18.72 per hour Funding: General Funding
Lopez, Christian	ISET Technician I (Replacement) ISET 8 hours per day Range 53, Step A - \$30.62 per hour Funding: General Fund
Lopez, Margaret	Secretary to the Director of ISET (Replacement) ISET 8 hours per day Range 40, Step A- \$22.56 per hour
Lundy, LaShay	Bus Driver (New) Transportation 8 hours per day Range 38, Step C - \$23.67 per hour Funding: Special Ed Transportation
Manuel, Chelsea	IEP Para Educator (Replacement) Kimball High 6 hours per day Range 24, Step B - \$16.28 per hour
McDonald, Jennifer	IEP Para Educator (New)

	Poet Christian 6.75 hours per day Funding: Special Education
Mendonca, Stephanie	Para Educator I (New) Freiler 4 hours per day Range 24, Step C - \$17.07 per hour Funding: IASA-TITLE I BAS GRANTS LOW INC
Morreira, Patrick	Utility Person III (Replacement) MOT/Mechanic Shop 8 hours per day Range 38, Step E - \$26.00 per hour Funding: General Fund, Home to School Transportation, Ongoing and Major Maintenance
Naicker, Melina	School Supervision Assistant (New) George Kelly 2 hours per day Range 21, Step A - \$14.53 per hour Funding: General Fund
Nisbet, Michelle	Clerk Typist I (New) Freiler 8 hours per day Range 23, Step E - \$18.31 per hour Funding: ELO Grant
Payta, Jaime	Clerk Typist I (New) Williams 8 hours per day Range 23, Step A - \$15.22 per hour Funding: ELO Grant
Rai, Ronita	Para Educator I (New) Freiler 4 hours per day Range 24, Step C - \$17.07 per hour Funding: IASA-TITLE I BAS GRANTS LOW INC
Rodriguez, Jessica	Special Ed Para Educator (Replacement)

	<p>Tracy High  6 hours per day  Range 24, Step A - \$15.56 per hour  Funding: Special Education</p>
Romero, Leticia	<p>Food Service Worker (New)  South/West Park  3 hours per day  Range 22, Step A - \$14.85 per hour  Funding: Child Nutrition – School Program</p>
Salazar, Tina	<p>Food Service Worker (Replacement)  Freiler  3 hours per day  Range 22, Step D - \$17.07 per hour  Funding: Child Nutrition – School Program</p>
Sawyer, Lisa	<p>Career Education Technician (Replacement)  Kimball High  6 hours per day  Range 32, Step A - \$18.72 per hour  Funding: General Fund</p>
Shelton, Courtney	<p>Para Educator I (Replacement)  Bohn  3 hours per day  Range 24, Step A - \$15.56 per hour  Funding: IASA=TITLE I BAS GRANT LOW  INC</p>
Smedley, Debora	<p>Translator/Clerk Typist (New)  Student Services  8 hours per day  Range 28, Step A - \$17.07 per hour  Funding: General Fund</p>
Strasburg, Rebecca	<p>Food Service Worker (Replacement)  Villalovoz  Range 22, Step B - \$15.56 per hour  3 hours per day  Funding: Child Nutrition – School Program</p>
Tuazon, Lara	<p>K-8 Library Technician (Replacement)</p>

	North 6 hours per day Range 30, Step A - \$17.87 per hour Funding: State Lottery
Valle, Dominique	IEP Para Educator (New) West High 6.75 hours per day Range 24, Step A - \$15.56 per hour Funding: Special Education
Vigil, Carmen	Bus Aide (New) Special Ed/ Transportation 4.40 min per day Range 24, Step B - \$16.28 per hour Funding: Special Education
Woodard, Jayne	Clerk Typist I (New) Jacobson 8 hours per day Range 23, Step E - \$18.31 per hour Funding: ELO Grant

**RECOMMENDATION:** Approve 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:** August 17, 2021  
**RE:** **Approve a Variable Term Waiver for Multiple Subject Teacher- Waive Basic Skills Requirement**

**BACKGROUND:** For the 2021-2022 school year Tracy Unified School District will request a waiver for an Education Specialist, Mild/Moderate, AAAS teacher, Caroline McMinimy, to allow her to complete requirements of an Education Specialist credential. The waiver request is needed to allow Caroline McMinimy time to pass the basic skills requirement, CBEST, exam. Caroline has earned a BA from UC Santa Cruz.

**RATIONALE:** The District needs Board authorization to request the waiver. Caroline McMinimy is on track to completing all requirements to enroll in a California Pre-Service program except the CBEST.

**FUNDING:** None.

**RECOMMENDATION:** Approve a Variable Term Waiver for Multiple Subject Teacher- Waive Basic Skills Requirement.

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



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

**DECLARATION**

The Governing Board of Tracy Unified School District declares that the District has elected to request a Variable Term Waiver while the individual below works on completing the requirements to obtain an Education Specialist teaching credential. The individual(s) will be provided orientation, guidance and assistance during the valid period of the waiver.

Caroline McMinimy, Monte Vista Middle School, 6<sup>th</sup>-8<sup>th</sup> Grade

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Board President

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Board Vice President

Date: \_\_\_\_\_



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** August 17, 2021  
**RE:** **Approve Paid Student Internship Agreement with University of Phoenix**

**BACKGROUND:** Tracy Unified School District currently employs interns through a number of colleges, universities, and program. This has aided the District in increasing the number of candidates that are available for a variety of teaching positions within the district. An agreement between University of Phoenix and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be in effective as of August 11, 2021 through June 30, 2023.

**RATIONALE:** By approving this agreement with University of Phoenix, the District will expand its pool of applicants. This agenda item meets strategic goal #7: Develop and utilize partnerships that contribute to the achievement of District goals.

**FUNDING:** There is no cost to the District.

**RECOMMENDATION:** Approve Paid Student Internship Agreement with University of Phoenix.

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



## INTERNSHIP MEMORANDUM OF UNDERSTANDING UNIVERSITY OF PHOENIX – California

The University of Phoenix Internship Program is a California Commission on Teacher Credentialing (CCTC) approved program for the **Multiple and Single Subject Credentials**. The Internship Credential has the same legal status as the California Commission on Teacher Credentialing (CCTC) Preliminary Credential, except that it is only valid in one school district or consortium. For this reason, interns must have a contract before a credential can be issued. Each intern candidate will work under the direct and continuing supervision of a University of Phoenix Intern Supervisor and Employer Mentor who provides general support at the classroom level of the Intern's Employer.

The University of Phoenix and employing district will provide each participating intern with a copy of this Internship Memorandum of Understanding (MOU) for acknowledgement regarding their placement pursuant to this MOU.

### Preconditions Established by State Law for Internship Programs

For initial and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law.

- (1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold a baccalaureate degree or higher from a regionally accredited institution of higher education in accordance with Education Code Section 44453.
- (2) **Pre-Service Requirement.** Each Multiple and Single Subject Internship program must include a minimum of 120 clock hours (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in general pedagogy including classroom management and planning, reading/language arts, subject specific pedagogy, human development, and teaching English learners.
- (3) **Professional Development Plan.** The employing district has developed and implemented a Professional Development Plan for interns in consultation with a Commission-approved program of teacher preparation. The plan shall include all of the following:
  - a. Provisions for an annual evaluation of the district intern.
  - b. A description of the courses to be completed by the intern, if any, and a plan for the completion of pre-service or other clinical training, if any, including student teaching.
  - c. Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.
- (4) **Supervision of Interns.** In an internship program, the participating institutions shall provide supervision of all interns (see expectations below). No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern's salary is reduced, no more than eight interns may be advised by one district support person in accordance with Education Code Section 44462.
- (5) **Assignment and Authorization.** To receive approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential in accordance with Education Code Section 44454. The institution

- (6) **Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential involved in accordance with Education Code Sections 44321 and 44452.
- (7) **Non-Displacement of Certificated Employees.** The institution and participating district must certify that interns do not displace qualified, certificated employees in participating districts.
- (8) **Length and Validity of the Intern Certificate.** Each intern certificate will be valid for a period of two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a district intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities in accordance with Education Code Section 44325 (b).
- (9) **Justification of Internship Program.** Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential.
- (10) **Early Completion Option.** Each multiple and single subject intern program must make available to candidates who qualify for the option the opportunity to choose an early program completion option, culminating in a five-year preliminary teaching credential.

### **The University Intern Expectations**

Participating interns must be made aware of and agree to adhere to the following.

- (1) All interns must obtain an approved teaching contract.
- (2) Each intern must hold a CA Intern Credential.
- (3) Interns must assume full teaching and legal responsibility for their assigned classroom pursuant to their teaching contract from the first day of the teaching assignment as a paid employee of the School District for at least one academic semester.
- (4) Interns will receive standard salary and benefits based on the assigned School District's current policies. The intern may be assigned to extracurricular activities, department and/or faculty meetings proportionate to the teaching load of a regular contractual teacher and agrees to attend department and faculty meetings and parent-teacher conferences as assigned by the school administration.
- (5) Interns may not coach extra-curricular activities nor be required to attend meetings that present a conflict with their current course schedule at the University of Phoenix.
- (6) Interns are expected to attend all school and district in-service training sessions whenever possible.
- (7) Interns agree to attend assigned District and School orientations that occur prior to the start of the school.
- (8) Interns are responsible for maintaining up-to-date records of course plans, lesson plans, and unit plans to meet the needs of all students. The intern is expected to:
  - a. make preparations to accomplish their teaching responsibilities outside the classroom, which includes and is not limited to development of lesson plans for all students
  - b. abide by the policies of the school and district
  - c. meet administrative due dates
  - d. communicate with parents by letter, phone, and/or conference when necessary
  - e. maintain prompt and regular attendance
  - f. maintain a grade book according to the requirements of the school
  - g. conference with the University Supervisor and Mentor to discuss progress and receive feedback about their teaching performance
  - h. maintain classroom control and management of all students
  - i. provide proper supervision of the students

k. meet all requirements of the CA K-12 state standards

- (9) Acknowledge that they have received a copy of this MOU and agree to the terms set forth herein.
- (10) Intern must be fingerprinted through the district's live scan at the intern's expense. \$25 cash or check only, non-refundable fee.
- (11) Intern must provide negative TB certification completed within the last three years from placement date.

#### **The Commission-Approved Intern Program Expectations**

- (1) Provide a University Intern Supervisor with the following qualifications:
  - a. Five (5) years or more K-12 experience
  - b. EL Authorization
  - c. CLEAR or Life teaching credential
- (2) Complete yearly university training in supervision, assessment, academic standards and framework.
- (3) Conduct University Internship Orientation with the intern and mentor prior to assuming responsibilities.
- (4) Model professional practices in teaching and learning, including: Valuing Diversity, Equity, and Inclusion; Collaborating with Educational Communities; Integrating Technology; Engaging in Reflective Practice; Leading through Innovative Practices; Practicing Professional Ethics; and Advocate for Learning.
- (5) Provide supervision and in-classroom coaching specific to the needs of English learners.
- (6) Communicate with the assigned mentor to offer support to the intern, including sharing of documentation and monitoring of the Intern.
- (7) Provide five (5) hours per month advice and assistance, including in-class observations, evaluations, and coaching as outlined in the Support and Supervision document.
- (8) Establish communication procedures with mentor and intern.
- (9) Annual review of the intern.
- (10) Provide insurance documentation for the intern's Field Supervisor per Exhibit 1.

#### **The Intern's Employer Expectations**

- (1) Assign a district/school mentor to the intern to provide support throughout the Internship.
- (2) The mentor will serve as an on-site guide, who observes the intern, and provides substantive feedback as outlined in Intern Support and Supervision document.
- (3) The mentor qualifications are: Master's degree preferred, a minimum of five (5) years teaching experience and hold a CLEAR or LIFE credential in the appropriate subject, and hold an EL Authorization.
- (4) Provide written verification of position, including a letter of intent to hire and a copy of the official teaching contract.
- (5) Provide sufficient classroom resources, including the use of technology.
- (6) Communicate with University of Phoenix and the faculty supervisor to offer support to the intern.
- (7) Provide seventy-two (72) hours of support per intern per semester with a minimum of two (2) hours of support every five (5) instructional days, including coaching and in-class assistance working with English Language Learners, including lesson planning, assessment of language needs and progress, and resource support options.
- (8) Provide opportunities and resources for professional development.

\* We, the Tracy Unified School District, County Office of Education n/a or Western Association of Schools and Colleges (WASC) approved private school n/a, agree to all of the conditions of this Internship Contract Agreement as specified above, to be effective on August 25, 2021, and continue for a period of five (5) years, unless otherwise terminated in writing by either party with a 60 day prior notice.

\* If not applicable, please place N/A on the line.

*University of Phoenix Representatives*

*District, Consortium, or County  
Office of Education Representative*

Pamela Roggen

8/17/2021 | 11:43 AM PDT

Signature of College of Education Dean (or Designee)

Signature of District, Consortium, or County Designee

Pamela Roggen, Dean College of Education

Print name with Title

Print name with Title

Nicole Brainard

Signature of Credential Analyst

Organization

Nicole Brainard, Credential Analyst

Print name with Title

CDS Code

4025 S Riverpoint Pkwy Phoenix, AZ 85040

Address

Address

602.387.9648

Phone

Phone

8/17/2021 | 2:11 PM MST

Date

Date



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** August 12, 2021  
**SUBJECT:** Adopt Revised Board Policy 6158 Independent Study (Second Reading)

**BACKGROUND:** Recently, Assembly Bill 130 was signed into law by Governor Gavin Newsom allowing parents, guardians, and education rights holder of a pupil whose health would be put at risk by returning to in-person instruction have an additional *independent study* option. TUSD is now required to add the following summary of changes to the current BP 6158 for independent study/AB 130 to accommodate with at-risk health concerns. Board Policy updates are to be made in order to receive apportionment for students participating in independent study/AB 130.

The following is a summary of the major changes to the current independent study board policy 6158, necessary to receive apportionment for students on independent study:

1. For the 2021–22 school year only, LEAs shall notify parents and guardians of their options to enroll their child in in-person instruction or independent study. This notice shall include the right to request a student-parent-educator conference meeting before enrollment; students' rights regarding procedures for enrolling, disenrolling and re-enrolling in independent study; and the synchronous and asynchronous instructional time that a student will have access to as part of independent study.
2. Procedures for tiered re-engagement strategies for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of the students' written agreement;
3. A plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days;
4. Daily live and synchronous instruction requirements by grade level.
5. Written learning agreements must be signed before a student commences an independent study course.

Please note that independent study is described as a student needing more than 15 school days of independent and at-home instruction.

Normally, when we adopt or change existing board policies, we match it to the recommended policy by the California School Boards Association (CSBA). At the time of this submission, the additions were not yet available.

**FUNDING:** There is no funding obligation associated with this policy.

**RECOMMENDATION:** Adopt Revised Board Policy 6158 Independent Study (Second Reading).

**Prepared by:** Dr. Mary Petty, Student Services Director.



## INDEPENDENT STUDY/INDIVIDUALIZED ARRANGEMENTS

The ~~Governing Board of Education~~ authorizes independent study as an optional alternative educational and instructional strategy for eligible students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan and enabling students to reach curriculum objectives and fulfill graduation requirements. The District shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

A student's participation in independent study shall be voluntary. Students participating in independent study shall have the right, expeditiously, and, in no case, later than five instructional days at any time, to enter or return to the regular classroom mode of instruction. (Education Code 51747; 5 CCR 11700).

Parents/guardians of students who are interested in independent study shall contact the Superintendent or designee. Except during the 2021-22 school year, the Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the District's requirements for independent study and is likely to succeed in independent study, as well as or better than he/she would in the regular classroom.

The minimum period of time for any independent study option shall be five consecutive school days.

The Superintendent or designee shall ensure that a written independent study agreement, as prescribed by law, exists for each participating student. (Education Code 51747)

The written agreement shall specify the length of time in which each independent study assignment must be completed. Because excessive leniency in the duration of independent study assignments may result in a student falling behind his/her peers and increase the risk of dropping out of school, independent study assignments shall be no more than one week for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

When a participating student misses three assignments during a learning period, an evaluation shall be conducted to determine whether it is in the student's best interest to remain in independent study. However, a student's written agreement may specify a lower or higher number of missed assignments that will trigger an evaluation when the Superintendent or designee determines it appropriate based on the nature of the assignments, the total number of assignments, and/or other unique circumstances.

## INDEPENDENT STUDY/INDIVIDUALIZED ARRANGEMENTS

Supervising teachers shall ~~and~~ establish an appropriate schedule for student-teacher conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school. Except in unusual circumstances, it is expected that the supervising teacher of students in grades 4-12 will meet, either in person or by electronic means, with each participating student at least once a week to discuss the student's progress and offer synchronous instruction. The supervising teacher of students in grades TK-3 will meet, either in person or by electronic means, with each participating student at least daily to discuss the student's progress and offer synchronous instruction.

Missing appointments with the supervising teacher without valid reasons also may trigger an evaluation to determine whether the student should remain in independent study.

The Superintendent or designee shall annually report to the Board the number of students participating in independent study, the average daily attendance generated for apportionment purposes, the quality of these students' work as measured by standard indicators, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

### Home-Based Independent Study

The Superintendent or designee shall encourage parents/guardians desiring to teach their children at home to have their children participate in independent study. Such participation allows continued contact and cooperation between the school system and the home-based student and ensures that the student will be offered a standards-based education substantially equivalent in quality and quantity to the District's classroom instruction.

The governing board of a school district which maintains an elementary school, secondary school, an opportunity school/program, a continuation school, summer school, a work experience program, or a special education program may adopt rules and regulations which authorize any pupil enrolled to enroll in a voluntary independent study program of the district, ~~except as provided in subdivision.~~

Not more than 10 percent of the pupils enrolled in an opportunity school/program or a continuation high school shall participate in an independent study pursuant to ~~this article~~ Education Code Section 51745(b).

The primary goal of Independent Study is to offer a means of individualizing the educational program for students whose needs may best be met through study outside of the regular classroom setting. No course required for high school graduation shall be offered exclusively through Independent Study. (Education Code 51745).

## INDEPENDENT STUDY/INDIVIDUALIZED ARRANGEMENTS

### Program Administration

Independent Study Program is a district program under the direction of the Assistant Superintendent for Educational Services. However, the Tracy Adult School principal shall serve as the coordinator for the Independent Study Program. His/her responsibilities shall include:

1. Making sure that the program adheres to District policy, regulations, and state law.
2. Approving the enrollment of all students and facilitating the completion of independent study agreements.
3. Approving all independent study credits and forwarding this information to the appropriate school personnel so that it becomes a permanent part of the student's records.
4. Authorizing Independent Study teachers and other personnel involved with the program.
5. Completing or coordinating all necessary records and reports including submitting to the district's finance division all necessary enrollment and attendance information.
6. Monitoring enrollment to stay within prescribed caps and maximizing income to the district.
7. Developing and managing the Independent Study Program budget.

An independent study program shall be coordinated, evaluated, and under the general, but not necessarily immediate, supervision of an employee of the District who possess a valid certification document.

No individual with exceptional needs may be enrolled in an independent study program, unless his or her individualized education program specifically provides for such enrollment.

The nature, manner of conducting, and location of any independent study program shall be determined by the school district pursuant to rules and regulations adopted by the State Board of Education. ~~The school-d~~D~~istrict or county board~~ shall ensure that the components of each individual study program for each pupil shall be set out in writing.

A pupil enrolled in an independent study program shall not be credited with more than one day of attendance per calendar day.

Independent study shall be based on a written agreement signed by the student, the student's parents or legal guardian, the certificated person providing general supervision, and any other person who has direct responsibility to provide instructional assistance to the student.

## INDEPENDENT STUDY/INDIVIDUALIZED ARRANGEMENTS

This agreement shall include but not be limited to:

1. The duration of the independent study agreement.
2. The manner, frequency, time and place of reporting progress.
3. The title and statement of the major objectives of the course of study to be undertaken.
4. The method of evaluation.
5. A statement of the number of credits to be earned upon completion of the agreement.

For the 2021-22 school year only, the District shall notify the parents and guardians of all enrolled pupils of their options to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall include written information on the District's website, including, but not limited to, the right to request a pupil-parent-educator conference meeting before enrollment, pupil rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the synchronous and asynchronous instructional time that a pupil will have access to as part of independent study.

The student and parents or guardian of a minor student shall meet with the supervising staff member to review rules and regulations and to develop and sign the contract. The contract is then sent to the parent/guardian; one copy is retained by the Independent Study coordinator and one copy is retained by the supervising staff member.

### **Academic Performance and Attendance Requirements**

Except as described below for independent study of fifteen (15) or more days in one school year, the following rules of attendance shall apply with each Independent Study Agreement:

1. Every Independent Study student shall meet with the school district representative named in his or her written agreement a minimum of one hour per week, at the site specified in the agreement, unless other specific contacts are described in the agreement to accommodate a student's travel away from the area where the customary contact would occur or other officially recognized reason. Further, each student shall be responsible for not less than twenty (20) hours of study per calendar week.
2. If a student fails to meet the terms and conditions of his or her written agreement including the specified contact(s) with his/her school district representative, he/she shall be notified in writing. After a second such incident, a second letter shall be sent to the student and parent(s) and failure to respond to this letter within one week without acceptable justification may result in his/her ISP agreement termination or "drop."

## INDEPENDENT STUDY/INDIVIDUALIZED ARRANGEMENTS

3. Two significant performance failures as described in item 2 above within 90 calendar days may constitute a “drop”. Illness, medical, or dental appointments, medical emergencies, or a death in the family would constitute satisfactory justification for failure to keep a scheduled appointment. Illness and other conditions which constitute an “excused absence” for students in classroom-based schooling do not count for “excused absences” in the ISP positive attendance accounting process.
4. Appointments or student/teacher contact shall be kept regularly. Missed appointments shall be made up within one week.

### Curriculum

The academic curriculum for Independent Study is individualized for each student participating in the program. Each student is tested, placed, and encouraged to progress from where he is to a higher level. A variety of instructional materials are utilized to meet the individual needs of students.

The academic curriculum is designed to upgrade basic skills, complete high school graduation requirements, or pass the GED or California High School Proficiency Exam. Students will be graded by the Independent Study teacher at the regular grading intervals (1st quarter, 2nd quarter, 3rd quarter, 4th quarter). Students will receive credits commensurate with the time in the program and the amount of work successfully completed in one to five unit increments.

The following is a list of subject areas covered through the Independent Study Program:

1. Math
2. Science
3. Social Studies
4. English
5. Physical Education (max 40 credits)
6. Fine Arts
7. Elective Courses
8. Vocational Classes (i.e. typing or accounting)
9. Work Experience (maximum of 40 credits)

### Recordkeeping

The supervising staff member shall maintain a file for each student on Independent Study. This file shall contain a copy of the contract, a written curriculum plan, and an attendance/time log. An identical file shall be maintained by the Independent Study Coordinator.

The supervising staff member shall report attendance to the Independent Study Clerk once per week or every 20 hours. Should a student miss an appointment, the supervising staff member

### INDEPENDENT STUDY/INDIVIDUALIZED ARRANGEMENTS

shall send a notice of unsatisfactory progress to the parent with one copy to the Independent Study Coordinator and one copy to the student's counselor. Two consecutive missed appointments may cause termination of the contract.

In addition to attendance, the supervising staff member shall maintain a record of student progress by completing the student progress report once per week or every 20 hours. One copy of the progress report will remain with the supervising staff member and one copy will be forwarded to the Independent Study Coordinator, and one copy will be forwarded to the student's counselor.

To foster each student's success in independent study, the Board establishes the following maximum lengths of time, which may elapse before an independent study assignment is due:

1. Special assignments extending the content of regular course of instruction:

Students in grades K-3:	two weeks
Students in grades 4-8:	four weeks
Students in grades 9-12:	six weeks

2. Continuing and special study during travel:

Students in grades K-3:	three weeks
Students in grades 4-8:	six weeks
Students in grades 9-12:	ten weeks

3. Individualized alternative education designed to teach the knowledge and skills of core curriculum.

Students in grades K-3:	one week
Students in grades 4-8:	two weeks
Students in grades 9-12:	three weeks

When circumstances justify a longer time, the Superintendent or designee may honor the request of an individual student or his/her parent/guardian to extend the maximum length of an assignment as follows:

Students in grades K-3:	four weeks
Students in grades 4-8:	eight weeks
Students in grades 9-12:	twelve weeks

When any student fails to complete two consecutive independent study assignments, the Superintendent or designee shall conduct an evaluation to determine whether it is in the student's

## **INDEPENDENT STUDY/INDIVIDUALIZED ARRANGEMENTS**

best interest to remain in independent study. Evaluation findings shall be kept in the student's permanent record. (Education Code 51747).

### **Termination of Agreement**

An Independent Study agreement may be terminated for the following reasons:

1. Failure to report to two consecutive appointments with the supervising staff member.
2. Failure to complete at least 20 hours of homework per week.
3. Any violation of the Student Conduct or Discipline Policy of the Districts' schools.

When an agreement is terminated, the supervising staff member shall mail a drop notice to the parent/guardian. A copy of the drop notice shall be sent to the Independent Study coordinator and a copy sent to the student's counselor.

### **Completion of Agreement**

When a student has successfully completed the Independent Study agreement, the supervising staff member shall indicate the units earned on the agreement form, sign the agreement, and forward the agreement to the Independent Study Coordinator. The Independent Study Coordinator shall review the completed contract and forward one copy to the school registrar and one copy to the student's counselor. The Independent Study Coordinator shall enter the units earned into the student's record. The agreement shall be retained in the student's cumulative record.

### **Independent Study Program Flow Chart – K-8/(Continuation School Students)**

1. Parent petitions school principal or designee for entrance into the program
2. Coordinator identifies supervising staff member who then develops curriculum for the contract.
3. If petition is denied, parent can institute appeal process to the Director of Student Services.

### **Independent Study Program Flow Chart – 9-12**

1. Student/parent petitions to counselor for entrance into the program.
2. Counselor reviews records, determines eligibility, and determines area of study.
3. Petition sent to the District Student Assistance Team for review and parent notification.

Tracy Unified School District Approved September 10, 2013

### **INDEPENDENT STUDY/INDIVIDUALIZED ARRANGEMENTS**

4. If petition is denied, parent can institute appeal process to the Director of Student Services
5. Coordinator identifies supervising staff member who then develops curriculum for the contract.
6. Student/parent meet with supervising staff member to review rules and to develop and sign the agreement. The agreement will be sent to coordinator for review and signature.
7. Student begins work – meets with supervising staff member at least once per week – supervising staff member monitors attendance and progress, makes regular reports, and contacts parents if problems arise.
8. When the agreement is completed, the supervising staff member assigns the units, signs the contract, and forwards to coordinator for review.
9. Coordinator reviews the agreement and enters units into the student's record. The agreement is retained in student's cumulative record.

#### **Independent Study Program Flow Chart/(Students over 18 years of age)**

1. Student submits a request for Independent Study to the program coordinator.
2. Once the student is accepted into the program, the Independent Study Coordinator identifies supervising staff member, who then develops curriculum for the agreement.
3. Student meets with supervising staff member to review rules and to develop and sign the agreement. The agreement will be sent to coordinator for review and signature.
4. Students begins work – meets with supervising staff member at least once per week- supervising staff member monitors attendance and progress, and makes regular reports.
5. When the agreement is completed, the supervising staff member assigns the units, signs the agreement, and forwards to coordinator for review.
6. Coordinator reviews agreement and enters units into the student's record. The agreement is retained in student's cumulative record.

#### **Exit from the Independent Study Program**

1. Each student in grades K-8 and Continuation Education students will be formally reviewed at the end of each semester by the site principal or designee to assess his/her academic



## INDEPENDENT STUDY/INDIVIDUALIZED ARRANGEMENTS

progress and determine if Independent Study is the most appropriate educational program for the student.

2. Each student in grades 9-12 will be formally reviewed at the end of each semester by the District Student Assistance Team to assess his/her academic progress and determine if Independent Study is the most appropriate educational program for the student.
3. The Student Assistance Team will discuss each case and make a group recommendation to the Coordinator of the Independent Study Program. In turn, the Coordinator for Independent Study will determine if Independent Study is the appropriate placement for the student. If the parent/guardian disagrees with the decision made by the Coordinator of Independent Study, then he/she may appeal to the Director of Student Services. The decision of the Director of Student Services shall be final.

### **Admission To The Independent Study Program:**

Consistent with the California Education Code, the following process shall be followed for Independent Study for all schools within the District high schools.

1. The parent/guardian submits request to principal (K-8) who contacts the Independent Study Director.
2. The parent or guardian and the student (9-12) shall submit a request for participation in the Independent Study Program to the student's counselor.
3. The counselor shall review the student's records, determine the feasibility of Independent Study and submit the student's request to the District Student

Assistance Team. The Student Assistance Team will consist of an administrator for District high schools, the student's grade level counselor, the Tracy Adult School Principal, and other support staff as needed.

The parent/guardian will be notified of the Student Assistance Team meeting to consider placement of the student in Independent Study and the opportunity for the parent/guardian to be present at the meeting.

1. The Alternative Education Committee will review each student's request and determine if Independent Study is the appropriate program for the student. Typically, students in grades 9-12 must be enrolled in a comprehensive high

### INDEPENDENT STUDY/INDIVIDUALIZED ARRANGEMENTS

2. School for at least one semester before being considered for the District's Independent Study Program. Exceptions to the one semester enrollment provision will be considered on an individual case by case bases. Entrance criteria for Independent Study shall include, but is not limited to one or more of the following:
  - a. Inappropriate behavior as documented by administrative records of disciplinary referrals and/or suspensions.
  - b. A pattern of irregular attendance as documented by school attendance records.
  - c. Habitual truancy
  - d. Failing grades as documented by academic records (deficiency notices, report cards, transcripts).
  - e. Temporary or ~~short-term~~short-term medical problems not best served by home reaching.
  - f. A genuine economic hardship within the student's immediate family that would prevent him/her from attending school on a full-time basis.

#### Travel Study

1. Travel study is a short-term independent study agreement arranged on the school site by petitioning the counselor or principal.
2. Travel study students request work from their regular teachers and must submit acceptable work to receive regular classroom credit.
3. Travel is for four school weeks (20 days) or less, unless special circumstances exist in which the principal extends the agreement for additional 10 school days.
4. Travel study must be arranged for in advance or absence.

## INDEPENDENT STUDY/INDIVIDUALIZED ARRANGEMENTS

The Governing Board authorizes independent study for students whose health would be put at risk by in-person instruction under Assembly Bill 130, for the 2021-22 school year. Some AB 130 program requirements do not apply to students participating in short term independent study program, defined as fewer than 15 days.

The following procedures for students enrolled in ~~AB 130~~ independent study for the ~~2021-~~22 fifteen (15) or more days in one school year must be followed by supervising staff and teacher:

1. Procedures for tiered re-engagement strategies for all students enrolled in AB 130 independent study for fifteen (15) or more days in one school year who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of the students' written agreement. These procedures are as follows:
  - a. Verification of current contact information for each enrolled pupil;
  - b. Notification to parents or guardians of lack of participation within one school day of the absence or lack of participation;
  - c. Outreach from the District to determine pupil needs including connection with health and social services as necessary;
  - d. When the evaluation described above is triggered to consider whether remaining in independent study is in the best interest of the pupil, a pupil-parent-education conference shall be required to review a pupil's written agreement and reconsider the independent study program's impact on the pupil's achievement and well-being. This conference shall be a meeting involving, at a minimum, all parties who signed the pupil's written independent study agreement.
2. A plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days. The plan includes: ~~(fill in)~~.
  1. Parent notifies independent study program in writing that they wish to have their student return to in-person instruction.
  2. Independent study classified/certificated office staff will notify teacher, academic counselor, and student services to drop the student in the independent study program/school.
  3. Student Services classified/certificated staff will work to place the student back in zoned school. If zoned school is impacted, student services will find the nearest school available within 5 school days.

4.

## INDEPENDENT STUDY/INDIVIDUALIZED ARRANGEMENTS

### **2.3. Daily-Live interaction and synchronous instruction requirements by grade level:**

**Kindergarten to grade 3- daily synchronous instruction from the supervising teacher for all students throughout the school year.**

**Grades 4 to 8- both daily live interaction from a District employee and at least weekly synchronous instruction from the supervising teacher for all students throughout the school year.**

**Grades 9 to 12- at least weekly synchronous instruction from the supervising teacher for all students throughout the school year.**

**In accordance with ~~AB-130~~Education Code Section 51745.5(a), “Live interaction” means interaction between the student and local educational agency classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including but not limited to: wellness checks, progress monitoring, provision of services and instruction. This interaction may take place in person or in the form of internet or telephonic communication.**

**In accordance with ~~AB-130~~Education Code Section 51745.5(d)AB-130, “Synchronous instruction” means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications and involving live, two-way communication between the teacher and student. Synchronous instruction shall be provided by the teacher of record for that student.**

### **4. Written learning agreements must be signed before a student commences an independent study course. Electronic signatures are allowable for auditing purposes. Written learning agreements must include:**

**a. The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.**

**b. The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.**

**c. The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.**

**d. A statement of the policies adopted pursuant to Education Code Section 51747, subdivisions (a) and (b) regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed**

## INDEPENDENT STUDY/INDIVIDUALIZED ARRANGEMENTS

before an evaluation of whether or not the pupil should be allowed to continue in independent study.

e. The duration of the independent study agreement, including the beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.

f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.

g. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.

h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.

i. Each written agreement shall be signed, before the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.

- ~~1. Confirmation or providing access to all students to the connectivity and devices adequate to participate in the educational program and complete assigned work.~~
- ~~2. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level or need support.~~
- ~~3. A statement that enrollment in a course is an optional educational alternative in which no student may be required to participate.~~

## INDEPENDENT STUDY/INDIVIDUALIZED ARRANGEMENTS

- 4.1. ~~The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress and for communicating with a student's parent or guardian regarding a student's academic progress.~~

Documentation of live and synchronous instruction is required for each school day, in whole or in part, that independent study is provided. The certificated teacher of instruction must document any student who does not participate in independent study on a school day as non-participatory for that day. The certificated teacher of instruction must maintain either written or computer-based evidence of student engagement. This includes but is not limited to a grade book or summary document for each class that lists all assignments, assessments and associated grades.

### Legal References:

#### EDUCATION CODE

<u>11700</u>	<u>Regulations on Independent Study</u>
<u>11701</u>	<u>District Responsibilities</u>
<u>11702</u>	<u>Agreements</u>
<u>11703</u>	<u>Records</u>
<u>17289</u>	<u>Exemption for facilities</u>
<u>41976.2</u>	<u>Independent study programs; adult education funding</u>
<u>42238</u>	<u>Revenue limits</u>
<u>44865</u>	<u>Qualifications for home teachers and teachers in special classes and schools</u>
<u>46300-46307.1</u>	<u>Method for Computing Average Daily Attendance</u>
<u>47612.5</u>	<u>Independent study in charter schools</u>
<u>48204</u>	<u>Residency based on parent employment</u>
<u>48206.3</u>	<u>Home or hospital instruction; students with temporary disabilities</u>
<u>48220</u>	<u>Classes of children exempted</u>
<u>48340</u>	<u>Improvement of pupil attendance</u>
<u>48915</u>	<u>Expulsion; particular circumstances</u>
<u>48916.1</u>	<u>Educational program requirements for expelled students</u>
<u>48917</u>	<u>Suspension of expulsion order</u>
<u>51225.3</u>	<u>Requirements for high school graduation</u>
<u>51745-51749.3</u>	<u>Instituting an Independent Study Program</u>
<u>52206</u>	<u>Gifted and talented education: use of independent study to augment program</u>
<u>52522</u>	<u>Adult education alternative instructional delivery</u>
<u>52523</u>	<u>Adult education as supplement to high school curriculum; criteria</u>
<u>56026</u>	<u>Individuals with exceptional needs</u>
<u>58500-58512</u>	<u>Alternative schools and programs of choice</u>

## INDEPENDENT STUDY/INDIVIDUALIZED ARRANGEMENTS

### CODE OF FEDERAL REGULATIONS, Title 34

<u>300.340-349</u>	<u>Individualized education programs</u>
<u>300.503</u>	<u>Independent educational assessment</u>
<u>300.533</u>	<u>Placement procedures</u>
<u>300.550-553</u>	<u>Least restrictive environment; alternative placements; Placement; non-academic settings</u>

### ADMINISTRATIVE CODE, TITLE 5

<u>3022</u>	<u>Assessment plan</u>
<u>3023</u>	<u>Assessment</u>

<u>3024</u>	<u>Transfer</u>
<u>3040</u>	<u>Individualized education program implementation</u>
<u>3043</u>	<u>Extended school year</u>

### FAMILY CODE

<u>6550</u>	<u>Authorization affidavits</u>
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### CODE OF REGULATIONS, TITLE 5

<u>11700-11703</u>	<u>Independent study</u>
<u>19819</u>	<u>State audit compliance</u>

### COURT DECISIONS

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

### EDUCATION AUDIT APPEALS PANEL DECISIONS

Lucerne Valley Unified School District, Case No. 03-02 (2005)

### Management Resources:

### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Independent Study Operations Manual, 2000 Edition

Elements of Exemplary Independent Study

Approaches to Satisfying No Child Left Behind Act of 2001 Teacher Requirements for  
Independent Study in Secondary Schools, January 28, 2010

### WEB SITES

California Consortium for Independent Study: <http://www.ccis.org>

California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

## INDEPENDENT STUDY/INDIVIDUALIZED ARRANGEMENTS

### Legal References:

#### EDUCATION CODE

11700 Regulations on Independent Study

11701 District Responsibilities

11702 Agreements

11703 Records

17289 Exemption for facilities

41976.2 Independent study programs; adult education funding

42238 Revenue limits

44865 Qualifications for home teachers and teachers in special classes and schools

46300-46307.1 Method for Computing Average Daily Attendance

47612.5 Independent study in charter schools

48204 Residency based on parent employment

48206.3 Home or hospital instruction; students with temporary disabilities

48220 Classes of children exempted

48340 Improvement of pupil attendance

48915 Expulsion; particular circumstances

48916.1 Educational program requirements for expelled students

48917 Suspension of expulsion order

51225.3 Requirements for high school graduation

51745-51749.3 Instituting an Independent Study Program

52206 Gifted and talented education; use of independent study to augment program

52522 Adult education alternative instructional delivery

52523 Adult education as supplement to high school curriculum; criteria

56026 Individuals with exceptional needs

58500-58512 Alternative schools and programs of choice

#### CODE OF FEDERAL REGULATIONS, Title 34

300.340-349 Individualized education programs

300.503 Independent educational assessment

300.533 Placement procedures

300.550-553 Least restrictive environment; alternative placements; Placement; non-academic settings

#### ADMINISTRATIVE CODE, TITLE 5

3022 Assessment plan

3023 Assessment

3024 Transfer



**INDEPENDENT STUDY/INDIVIDUALIZED  
ARRANGEMENTS**

3040—Individualized education program implementation

3043—Extended school year

**FAMILY CODE**

6550—Authorization affidavits

**CODE OF REGULATIONS, TITLE 5**

11700-11703—Independent study

19819—State audit compliance

**COURT DECISIONS**

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

**EDUCATION AUDIT APPEALS PANEL DECISIONS**

Lucerne Valley Unified School District, Case No. 03-02 (2005)

**Management Resources:**

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California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/co/is>

Education Audit Appeals Panel: <http://www.caap.ca.gov>



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Ed Services  
**DATE:** August 12, 2021  
**RE:** Adopt Revisions for Written Master Agreement for the Tracy Unified School District Independent Study Charter School (TISCS)

**BACKGROUND:** The TISCS Master Agreement was approved for the 2020-21 School Year.

**RATIONALE:** To stay current with education code and AB 130 instruction requirements for independent study, the TISCS Written Master Agreement has been revised by Mary Petty, under the guidance and consultation of our charter and general education attorneys. This agenda item 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:** n/a

**RECOMMENDATION:** Adopt Revisions for Written Master Agreement for the Tracy Unified School District Independent Study Charter School (TISCS).

**Prepared by:** Mary Petty, Director of Student Services.